ಕರ್ನಾಟಕ ರಾಜ್ಯಪತ್ರ

ಅಧಿಕೃತವಾಗಿ ಪ್ರಕಟಿಸಲಾದುದು

ಸಂಪುಟ –೧೬೦ **Volume - 160**	ಬೆಂಗಳೂರು, ಸೋಮವಾರ, ೨೫, ಆಗಸ್ಟ್, ೨೦೨೫ (ಭಾದ್ರಪದ ,೦೩, ಶಕವರ್ಷ, ೧೯೪೭) **BENGALURU, MONDAY, 25, AUGUST, 2025 (BHADRAPADA ,03, SHAKAVARSHA, 1947)**	ಸಂಚಿಕೆ ೧೬೪ **Issue 164**

ಭಾಗ ೪

ಕೇಂದ್ರದ ವಿಧೇಯಕಗಳು ಮತ್ತು ಅವುಗಳ ಮೇಲೆ ಪರಿಶೀಲನಾ ಸಮಿತಿಯ ವರದಿಗಳು, ಕೇಂದ್ರದ ಅಧಿನಿಯಮಗಳು ಮತ್ತು ಅಧ್ಯಾದೇಶಗಳು, ಕೇಂದ್ರ ಸರ್ಕಾರದವರು ಹೊರಡಿಸಿದ ಸಾಮಾನ್ಯ ಶಾಸನಬದ್ಧ ನಿಯಮಗಳು ಮತ್ತು ಶಾಸನಬದ್ಧ ಆದೇಶಗಳು ಮತ್ತು ರಾಷ್ಟ್ರಪತಿಯವರಿಂದ ರಚಿತವಾಗಿ ರಾಜ್ಯ ಸರ್ಕಾರದವರಿಂದ ಪುನಃ ಪ್ರಕಟವಾದ ಆದೇಶಗಳು

ಸಂಸದೀಯ ವ್ಯವಹಾರಗಳು ಮತ್ತು ಶಾಸನ ರಚನೆ ಇಲಾಖೆ
ಅಧಿಸೂಚನೆ

ಸಂಖ್ಯೆ: ಸಂವ್ಯಶಾಇ 16 ಕೇನಿಪ್ರ 2025 ಬೆಂಗಳೂರು, ದಿನಾಂಕ: 16.08.2025.

ದಿನಾಂಕ: 14.07.2025ರಂದು ಭಾರತ ಸರ್ಕಾರದ ಗೆಜೆಟ್‌ನ ವಿಶೇಷ ಸಂಚಿಕೆಯ Part-II-Section-3 Sub Section (i)ರಲ್ಲಿ ಪ್ರಕಟವಾದ the Offshore Areas Atomic Minerals Operating Right Rules, 2025ರ Notification-GSR 468(E) ಅನ್ನು ಸಾರ್ವಜನಿಕರ ಮಾಹಿತಿಗಾಗಿ ಕರ್ನಾಟಕ ರಾಜ್ಯಪತ್ರದಲ್ಲಿ ಮರುಪ್ರಕಟಿಸಲಾಗಿದೆ,-

MINISTRY OF MINES

NOTIFICATION

New Delhi, the 14th July, 2025

G.S.R. 468(E).— In exercise of the powers conferred by sub-section (1) and clause (c) of sub-section (2) of section 35 of the Offshore Areas Mineral (Development and Regulation) Act, 2002 (17 of 2003), the Central Government hereby makes the following rules, namely:—

CHAPTER I

PRELIMINARY

1. Short title and commencement.— (1) These rules may be called the Offshore Areas Atomic Minerals Operating Right Rules, 2025.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. Definitions.— (1) In these rules, unless the context otherwise requires,—

(a) "Act" means the Offshore Areas Mineral (Development and Regulation) Act, 2002 (17 of 2003);

(b) "Beach Sand Minerals" shall have the same meaning as assigned in serial number 6 of Part B of the First Schedule of the Mines and Mineral (Development and Regulation) Act, 1957 (67 of 1957);

(c) "Board" means the Atomic Energy Regulatory Board constituted under section 27 of the Atomic Energy Act, 1962 (33 of 1962);

(d) "Department" means the Department of Atomic Energy in the Central Government;

(e) "Directorate" means the Atomic Minerals Directorate for Exploration and Research under the Department;

(f) "Form" means form appended to these rules;

(g) "illegal mining" means any reconnaissance operation or exploration operation or production operation undertaken by any person or a company in any offshore area without holding an operating right as required under sub-section (1) of section 5 of the Act or such operation is outside the boundaries of the offshore area for which the operating right has been granted:

Provided that violation of any rules, other than the rules made under clause (pa) of sub-section (2) of section 35 of the Act, within the licence area or lease area by a licensee or lessee shall not be construed as illegal mining;

(h) "lease area" means the area for which a production lease has been granted in accordance with the provisions of the Act and the rules made thereunder;

(i) "licence area" means the area for which a composite licence has been granted in accordance with the provisions of the Act and the rules made thereunder;

(j) "prescribed substances" means minerals included in the list of prescribed substances under the Atomic Energy Act, 1962 (33 of 1962);

(k) "run-of-mine" means the raw unprocessed or uncrushed material in its natural state obtained after dredging or mining, from mineralised zone of a lease area;

(l) "Schedule" means the Schedule to these rules; and

(m) "threshold value in respect of atomic minerals" means the grade of atomic mineral, specified as percentage of weight of the prescribed substances contained in the ore, as specified and notified in Schedule A of the Atomic Minerals Concession Rules, 2016, as the threshold value for the particular atomic mineral occurring as such, or in association with one or more minerals.

(2) Words and expressions used in these rules but not defined herein shall have the same meanings as assigned to them in the Act, the rules made thereunder or the Atomic Energy Act, 1962 (33 of 1962), as the case may be.

(3) Application.— (1)These rules shall apply only to operating rights relating to atomic minerals occurring as such or in association with one or more other minerals, provided the grade of such atomic minerals is equal to or greater than the threshold value in respect of atomic minerals.

(2) Operating rights relating to atomic minerals where the grade of atomic mineral contained in the ore is less than the threshold value in respect of atomic minerals shall be governed, *mutatis mutandis*, by the provisions of the Offshore Areas Operating Right Rules, 2024, in force.

(3) A determination regarding applicability of these rules pursuant to assessment of threshold value in respect of atomic minerals against the existence of mineral resources shall be made by the Directorate in accordance with the provisions of sub-rule (5) of rule 4 or sub-rule (6) of rule 6 or sub-rule (6) of rule 7, as the case may be.

(4) If one or more atomic minerals occur in association with other minerals but the grade of atomic minerals is less than the threshold value in respect of atomic minerals, then any atomic minerals resulting from production operations, processing or beneficiation shall be handled and disposed of in accordance with directives issued by the Department regarding conservation of atomic minerals and the directives issued by the Board regarding radiological safety.

CHAPTER II

RECONNAISSANCE OPERATION OR EXPLORATION OPERATION FOR ATOMIC MINERALS

4. **Reconnaissance operation or exploration operation for atomic minerals under proviso to sub-section (1) of section 5 of the Act.**— (1) The agencies, permitted under the proviso to sub-section (1) of section 5 of the Act may carry out reconnaissance operation or exploration operation for atomic minerals without an operating right and such operations shall be carried out in compliance with the Schedule A:

Provided that where reconnaissance operation or exploration operation is to be undertaken under this sub-rule, the agencies desirous of undertaking such operations shall submit a request to the administering authority along with particulars of the area and the period required for reconnaissance operation or exploration operation.

(2) The administering authority, with prior consultation with the Department shall, within a period of thirty days of receipt of the request, issue a notification in the Official Gazette.

(3) Upon issuance of the notification, the administering authority shall not grant any operating right to any other person or agency for an area or a part thereof in relation to which a notification has been issued.

(4) Upon completion of reconnaissance operation or exploration operation under sub-rule (1), the agency conducting such operations shall submit a geological report of its findings to the Department, Directorate and the administering authority in the format specified in the Schedule A.

(5) Upon receipt of a geological report under sub-rule (4), the Directorate shall compare the grade of atomic minerals in the area where the reconnaissance operation or exploration operation has been undertaken with the threshold value in respect of atomic minerals and, if —

(a) the grade of atomic minerals is less than the threshold value in respect of atomic minerals, the Directorate shall provide a written intimation, along with a copy of the geological report, to the Central Government, which may grant operating right over such area as per section 8, section 12 or section 13 of the Act, as the case may be, and the rules made thereunder:

Provided that atomic minerals extracted during the exploration operations or production operations shall be handled and disposed of in accordance with the directives issued by the Department regarding conservation of atomic minerals and the directives issued by the Board regarding radiological safety;

(b) the grade of atomic minerals is equal to or greater than the threshold value in respect of atomic minerals and, —

(i) at least General Exploration (G2) has been completed to establish Indicated Mineral Resource (332), then a production lease shall be granted by the administering authority only in accordance with these rules; or

(ii) at least Reconnaissance Survey (G4) has been completed to estimate Reconnaissance Mineral Resource (334) or mineral potentiality of the mineral block has been identified based on the available geoscience data but resources are yet to be established, then a composite licence shall be granted by the administering authority only in accordance with these rules.

(6) The Directorate shall subject the geological reports, for reconnaissance operation or exploration operation generated by the Directorate, to a similar scrutiny as specified in sub-rule (5) and hand over the data to the administering authority for action contemplated under clauses (a) and (b) of sub-rule (5).

(7) If the Directorate finds the geological report submitted under sub-rule (4) to be insufficient for making a determination under sub-rule (5), it may seek additional information or direct further reconnaissance operation or exploration operation and submission of findings with regard to such additional data as may be specified by the Directorate and upon receipt of such findings and data, the Directorate shall take action as specified in sub-rule (5).

(8) The administering authority may revoke the notification granted under sub-rule (2), if the Directorate communicates in writing that the reconnaissance operation or exploration operation has been completed.

CHAPTER III
DISCOVERY AND GRANT OF OPERATING RIGHTS

5. Grant of operating right at the instance of Department.— Where on an examination of a geological report prepared in conformity with the parameters specified in the Schedule A by the Directorate, in accordance with the provisions of sub-rule (5) of rule 4, indicates the grade of atomic minerals to be equal to or greater than the threshold value in respect of atomic minerals, the administering authority shall —

(a) identify and demarcate the area where a composite licence or production lease, as the case may be, is proposed to be granted;

(b) submit a proposal for grant of composite licence or production lease over the area identified and demarcated under clause (a) with the precise areas along with longitude and latitude, to the Department and the Central Government with a request to nominate the Government, a Government company, or a corporation for the grant of such production lease or composite licence.

6. **Procedure for grant of composite licence.—** (1) In response to the request made by the administering authority under clause (b) of rule 5, the Department in consultation with the Central Government shall intimate to the Directorate and administering authority in writing of the prospective licensee, along with a confirmation regarding grade of atomic minerals in such area being equal to or greater than the threshold value in respect of atomic minerals.

(2) On receipt of intimation under sub-rule (1), the Central Government, after consultation with the administering authority, may by notification in the Official Gazette, reserve such area in accordance with sub-section (1) of section 8 of the Act.

(3) The Central Government shall consult the Department; Ministry of Defence; Ministry of Environment, Forest and Climate Change; Ministry of Home Affairs; Ministry of External Affairs; Department of Space; Department of Telecommunications; Department of Fisheries under the Ministry of Fisheries, Animal Husbandry and Dairying; Ministry of Earth Sciences; Ministry of Ports, Shipping and Waterways; Ministry of Petroleum and Natural Gas; Ministry of Science and Technology; Ministry of New and Renewable Energy; and any other Ministry or department as may be considered necessary, by the Central Government, before notifying any offshore area under sub-rule (2).

(4) The intimation referred to in sub-rule (1) shall be considered to be evidence of the existence of mineral resources for atomic minerals in the area for the purposes of second proviso to clause (b) of section 6 of the Act.

(5) Upon notification of such area by the Central Government under sub-rule (2), a copy of intimation referred to in sub-rule (1) shall be sent by the administering authority to the prospective licensee.

(6) Irrespective of anything contained in sub-rules (1), (2) and (4), the Department shall reserve its rights, wherever required, to additionally notify region and deposit-specific threshold values in the case of uranium and thorium bearing minerals, and authorise the administering authority, subject to the terms and conditions specified by the Department, to grant composite licence for one or more specific mineral present associated with atomic minerals.

(7) The prospective licensee shall, within a period of two months from the receipt of a copy of the intimation under sub-rule (5), submit an application to the administering authority for grant of a composite licence in the format specified by the Department along with an application fees of ten thousand rupees per standard block.

(8) The administering authority shall within a period of ninety days of receipt of a duly completed application under sub-rule (7), communicate to the prospective licensee to submit an approved exploration plan and other necessary clearances from the concerned Government agencies as required, for grant of composite licence.

(9) Upon receipt of such communication from the administering authority under sub-rule (8), the prospective licensee shall -

(a) prepare an exploration plan in accordance with provisions of Chapter IV and submit the same for approval of the Directorate, within a period of twelve months from the date of issuance of the communication from the administering authority under sub-rule (8);

(b) provide a performance security to the administering authority in the form of a bank guarantee in Form A or as a security deposit, for an amount equivalent to 0.25 per cent. of the value of estimated resources, which performance security may be invoked by the administering authority as per the terms and conditions of the exploration licence deed of composite licence;

(c) obtain approval or permit or no-objection or the like, from the Government authorities as may be required under the law for the time being in force for commencement of exploration operations;

(d) meet other conditions as may be specified.

(10) The prospective licensee shall submit the documents in support of the fulfilment of the conditions specified in sub-rule (9), and within a period of ninety days of receipt of such documents the administering authority shall issue an order to the prospective licensee for granting the composite licence under sub-section (3) of section 8 of the Act.

(11) The prospective licensee shall execute an exploration licence deed of composite licence within a period of ninety days of receipt of the order of grant of licence as in sub-rule (10), and if no such deed is executed within the said period due to any default on the part of the prospective licensee, the administering authority may revoke the order granting the composite licence and in that event the fee paid under sub-rule (7) shall be forfeited by the administering authority.

(12) The exploration licence deed of composite licence shall be subject to the following conditions, namely: -

(a) the exploration licence deed of composite licence shall be in Form B;

(b) the area of such composite licence shall be the same as specified by the administering authority as in clause (a) of rule 5;

(c) no change in area shall be made by the administering authority without the prior approval of the Department:

Provided that if the Central Government, after consultation with the Department, is of the opinion that in the interest of the development of atomic mineral or industry, it is necessary so to do, it may, for the reasons to be recorded in writing, increase or decrease the said area limit in respect of any mineral or any specified category of deposits of such mineral or such group of associated minerals, in accordance with section 13A of the Act;

(d) in case the atomic minerals having grade equal to or greater than the threshold value in respect of atomic minerals exist in association with other minerals, then the composite licence shall be granted for all such minerals including the atomic minerals to the same licensee.

(13) The date of the commencement of the period for which a composite licence is granted shall be the date on which a duly executed exploration licence deed of composite licence is registered.

(14) All exploration operations under a composite licences granted under these rules shall be for a period of three years from the date of grant of composite licence:

Provided that the administering authority may, on an application made by the licensee within a period of three months before the lapse of the said period, for reasons to be recorded in writing and subject to such conditions as may be specified, grant an extension for a period of two years to the licensee for satisfactory completion of the exploration operations:

Provided further that no further extension shall be granted upon expiry of the extended period, if any, granted under the first proviso.

(15) The administering authority shall not include any new minerals found in the existing licence area granted to the Government, a Government company, or a corporation without obtaining prior approval of the Department:

Provided that on receipt of approval from the administering authority, the licensee shall modify the exploration plan including the new minerals and get the approval from the Directorate:

Provided further that where subsequent to grant of a composite licence, one or more mineral is found in the licence area and such minerals are included in the composite licence, the period of composite licence for such mineral which has been included in the composite licence shall be the same for which the first composite licence was originally granted.

(16) The holder of a composite licence shall conduct exploration operations of the area under the composite licence so as to ascertain existence of mineral resources and shall submit periodic reports, as applicable to exploration operations and all reports, studies and other documentation related to the exploration operations of the area under the composite licence shall be submitted to the Directorate and administering authority.

(17) If a holder of a composite licence—

(a) fails to complete exploration operations or fails to establish the existence of atomic mineral resources in accordance with the provisions of Schedule A, or fails to comply with the terms and conditions of the composite licence or the requirements of the Act and the rules made thereunder, such holder shall not be eligible to receive a production lease and the composite licence shall be terminated;

(b) completes exploration operations and submits to the Directorate and the administering authority the result of the exploration operations in the form of a geological report, demonstrating existence of mineral resources conforming to Schedule A, and the Directorate shall, within ninety days from the date of receipt of the geological report, confirm the licensee's findings under the geological report in writing to the administering authority:

Provided that the geological report shall comprise of details specifying the area required for grant of a production lease:

Provided further that if the Directorate finds the geological report submitted under clause (b) to be insufficient for making a determination, it may seek additional information or direct further exploration operation and submission of findings with regard to such additional data as may be specified by the Directorate and upon receipt of such findings and data, the Directorate shall take action as specified in clause (b):

Provided also that notwithstanding the Directorate's requirement of submission of additional information or findings, the maximum time period available to the licensee to complete exploration operations shall be as specified in sub-rule (14).

(18) Upon receipt of confirmation from the Directorate, the administering authority shall intimate to the licensee its eligibility for making an application for grant of production lease in accordance with sub-rule (7) of rule 7.

(19) Upon the submission of the geological report to the Directorate and the administering authority under clause (b) of sub-rule (17), the holder of composite licence may relinquish the entire area in accordance with this rule and in such case the administering authority shall, after being satisfied that the geological report has been prepared in conformity with the Schedule A, return the performance security.

7. Procedure for grant of production lease.—(1) In response to the request made by the administering authority under clause (b) of rule 5, the Department in consultation with the Central Government shall intimate to the Directorate and administering authority in writing of the prospective lessee, along with a confirmation regarding grade of atomic minerals in such area being equal to or greater than the threshold value in respect of atomic minerals.

(2) After intimation under sub-rule (1), the Central Government, in consultation with the administering authority, by notification in the Official Gazette, reserve such area in accordance with sub-section (1) of section 8 of the Act.

(3) The Central Government shall consult the Ministry of Defence; Ministry of Environment, Forest and Climate Change; Ministry of Home Affairs; Ministry of External Affairs; Department of Space; Department of Telecommunications; Department of Fisheries under the Ministry of Fisheries, Animal Husbandry and Dairying; Ministry of Earth Sciences; Ministry of Ports, Shipping and Waterways; Ministry of Petroleum and Natural Gas; Ministry of Science and Technology; Ministry of New and Renewable Energy; and any other Ministry or department as may be considered necessary, by the Central Government, before notifying any offshore area under sub-rule (2).

(4) The intimation referred to in sub-rule (1) shall be considered to be evidence of the existence of mineral resources for atomic minerals in the area for the purposes of second proviso to clause (b) of section 6 of the Act.

(5) Upon notification of such area by the Central Government under sub-rule (2), a copy of intimation referred to in sub-rule (1) shall be sent by the administering authority to the prospective lessee.

(6) Irrespective of anything contained in sub-rules (1), (2) and (4), the Department shall reserve its rights, wherever required, to additionally notify region and deposit-specific threshold values in the case of uranium and thorium bearing minerals, and authorise the administering authority, subject to terms and conditions specified by the Department, to grant production lease for one or more specific mineral present associated with atomic minerals.

(7) The prospective lessee, shall within a period of two months from the receipt of a copy of the intimation under sub-rule (5), or within a period of two months from the receipt of a copy of intimation under sub-rule (18) of rule 6 submit an application to the administering authority for

grant of a production lease in the format specified by the Department along with an application fees of ten thousand rupees per standard block.

(8) The administering authority shall within a period of ninety days of receipt of a duly completed application under sub-rule (7), communicate to the prospective lessee to submit an approved production plan and other necessary clearances from the concerned Government agencies as required, for grant of production lease.

(9) Upon receipt of such communication from the administering authority under sub-rule (8), the prospective lessee shall—

(a) prepare a production plan in accordance with provisions of Chapter IV and submit the same for approval of the Directorate, within a period of twelve months from the date of issuance of the communication from the administering authority under sub-rule (8);

(b) provide a performance security to the administering authority in the form of a bank guarantee in Form C or as a security deposit, for an amount equivalent to 0.50 per cent. of the value of estimated resources, which performance security may be invoked by the administering authority as per the terms and conditions of Offshore Mineral Development and Production Agreement and the production lease deed;

(c) adjust the performance security every five years so that it continues to correspond to 0.50 per cent. of the reassessed value of estimated resources;

(d) obtain approval or permit or no-objection or the like from the Government authorities as may be required under the law for the time being in force, for commencement of production operations;

(e) sign an Offshore Mineral Development and Production Agreement with the administering authority as per the format specified by the Central Government after compliance of conditions specified in clause (a), clause (b), clause (c) and clause (d) of this sub-rule; and

(f) meet other conditions as may be specified.

(10) The prospective lessee shall submit the documents in support of the fulfilment of the conditions specified in sub-rule (9), and within a period of ninety days of receipt of such documents the administering authority shall issue an order to the prospective lessee for granting the production lease under sub-section (3) of section 8 of the Act.

(11) The prospective lessee shall execute a production lease deed within a period of ninety days of receipt of the order of grant of lease as in sub-rule (10), and if no such deed is executed within the said period due to any default on the part of the prospective lessee, the administering authority may revoke the order granting the production lease and in that event the fee paid under sub-rule (7) shall be forfeited to the administering authority .

(12) The production lease deed shall be subject to the following conditions, namely: -

(a) the production lease deed shall be in Form D;

(b) the area of such production lease shall be the same as specified by the administering authority as in clause (a) of rule 5;

(c) no change in area shall be made by the administering authority without the prior approval of the Department:

Provided that if the Central Government, after consultation with the Department, is of the opinion that in the interest of the development of atomic mineral or industry, it is necessary so to do, it may, for the reasons to be recorded in writing, increase or decrease the said area limit in respect of any mineral or any specified category of deposits of such mineral or such group of associated minerals, in accordance with section 13A of the Act;

(d) in case the atomic minerals having grade equal to or greater than the threshold value in respect of atomic minerals exist in association with other minerals, then the production lease shall be granted for all such minerals including the atomic minerals to the same lessee.

(13) The date of the commencement of the period for which a production lease is granted shall be the date on which a duly executed production lease is registered.

(14) All production leases granted under these rules, shall be granted for a period until the entire reserves of such minerals in the mine is exhausted.

(15) The administering authority shall not include any new minerals found in the existing lease area granted to the Government, a Government company, or a corporation without obtaining prior approval of the Department:

Provided that on receipt of approval from the Department, the lessee shall modify the production plan including the new minerals and get the approval from the Directorate:

Provided further that where subsequent to grant of a production lease, one or more mineral is found in the lease area and such minerals are included in the production lease, the periods of production lease for such included mineral shall be the same for which the first production lease was originally granted.

8. Discovery of atomic minerals by holder of an operating right.—(16) If a holder of an operating right which has been granted pursuant to the Offshore Areas Operating Right Rules, 2024 discovers any atomic mineral, then he shall report the findings to the Department, Directorate and the administering authority in a format as may be specified by the Department.

(2) Upon receipt of a report under sub-rule (1), the Directorate shall compare the grade of atomic minerals in the area for which the operating right has been granted with the threshold value in respect of atomic minerals and,-

(a) if the grade of atomic minerals is less than the threshold value in respect of atomic minerals, the holder of the operating right may continue its operations in accordance with the provisions of Offshore Areas Operating Right Rules, 2024;

(b) if the grade of atomic minerals is equal to or greater than the threshold value in respect of atomic minerals, then—

(i) in case of a composite licence under section 12, the holder of such composite licence shall be eligible for grant of a composite licence, only if it is the Government, a Government company, or a corporation, by the administering authority, after consultation with the Department; or

(ii) in case of a production lease, the lessee shall continue production operations for that particular mineral for which the production lease was granted with the prior approval of the Department and in case of refusal by the Department the production lease shall be terminated by the Central Government, after consultation with the administering authority:

Provided that the atomic minerals so discovered during the production operations shall be handled and disposed of in accordance with the directives issued by the Department regarding conservation of atomic minerals and the directives issued by the Board regarding radiological safety:

Provided further that in case the Central Government terminates the composite licence or in case the Central Government terminates the production lease on grounds of refusal by the Department, the Central Government shall pay the holder of the operating right such sum as in its opinion would represent a fair estimate of the expenditure incurred on such exploration operation or production operation, as the case may be.

(3) If the Directorate finds the report submitted under sub-rule (1) to be insufficient for making a determination under sub-rule (2), it may seek additional information from the holder of operating right or direct the holder

of operating right to continue exploration and submit findings with regard to such additional data as may be specified by the Directorate.

(4) On receipt of the findings and data referred to in sub-rule (3), the Directorate shall take action as specified in sub-rule (2).

CHAPTER IV
EXPLORATION PLAN AND PRODUCTION PLAN FOR ATOMIC MINERALS

9. Exploration plan.—(1) No exploration operations shall be undertaken with respect to a composite licence granted under sub-rule (10) of rule 6, except in accordance with an exploration plan which has been prepared, submitted, approved, modified and reviewed under the Offshore Areas Mineral Conservation and Development Rules, 2024.

(2) If a composite licence granted under sub-rule (10) of rule 6 is also for minerals other than atomic minerals, as per clause (c) of sub-rule (12) or rule 6, then the licensee shall prepare a composite exploration plan for undertaking exploration operations in respect of all the minerals specified in the composite licence, including the atomic minerals.

10. Production plan.—(1) No production operations shall be undertaken with respect to a production lease granted under sub-rule (10) of rule 7, except in accordance with a production plan which has been prepared, submitted, approved, modified and reviewed under the Offshore Areas Mineral Conservation and Development Rules, 2024.

(2) If a production lease granted under sub-rule (10) of rule 7 is also for minerals other than atomic minerals, as per clause (c) of sub-rule (12) of rule 7, then the lessee shall prepare a composite production plan for undertaking production operations in respect of all the minerals specified in the production lease, including the atomic minerals.

CHAPTER V
TERMS AND CONDITIONS OF COMPOSITE LICENCE AND PRODUCTION LEASE

11. Terms and conditions of composite licence.—(5) Every composite licence shall be subject to the following conditions, namely:—

(a) for licence area, the licensee may win and carry, for the purposes other than commercial purposes,—

(i) any quantity of such atomic minerals within the limits specified in column (3) of Schedule B without any payment;

(ii) any quantity of such minerals not exceeding the limits specified in column (4) of Schedule B on payment of royalty specified in the First Schedule to the Act in respect to those minerals:

Provided that if any quantity in excess of the quantities referred to in this clause is won and carried away, the administering authority shall, recover the value of the excess quantity of minerals won and carried away or may initiate action under section 23 of the Act;

(b) with the prior approval of the administering authority, the licensee may carry away quantities of atomic minerals in excess of the limits specified in Schedule B, on payment of royalty specified in the First Schedule to the Act, for chemical, metallurgical, beneficiation or ore-dressing and other test purposes;

(c) if the licensee is convicted for illegal mining and there are no orders of any court of law suspending the operation of the order of such conviction, the Central Government may, in consultation with the Department and with intimation to the administering authority may,

without prejudice to any other proceedings that may be initiated under the Act or the rules made thereunder, terminate such composite licence and direct the administering authority to forfeit the performance security submitted by the licensee, after giving such licensee an opportunity of being heard and for reasons to be recorded in writing and communicated to the licensee;

(d) the licensee shall take all necessary steps and measures for enabling the natural rehabilitation of the seabed affected by exploration operations, including any measures as may be specified by the Central Government;

(e) the licensee shall comply with the provisions of the Act, the rules and all other applicable laws for the time being in force, including the Atomic Energy Act, 1962 (33 of 1962);

(f) the licensee shall make available all exploration data, reports, samples, including the data pertaining to quantum of such samples won and extracted, and other relevant information collected by him pursuant to an exploration operation, and shall submit the following, namely:–

(i) quarterly report within a period of thirty days after the close of the quarter;

(ii) annual report within a period of sixty days after the close of the year;

(iii) any other report as may be specified in the composite license,

to the Directorate, Department, Geological Survey of India, administering authority, and such other authority as may be specified;

(g) the licensee shall not share any data collected during the course of exploration operations with any third party for storage, processing or interpretation without the prior approval of the administering authority;

(h) the licensee shall allow any officer authorised by the Department or the Directorate or the administering authority or the Central Government to enter upon any vessel, platform, installation or any other infrastructure in the licence area for the purpose of inspecting the same;

(i) the licensee shall maintain an accurate and true account of all the expenses incurred by it on exploration operations, and also the quantity and other particulars of all minerals obtained during such operations and their dispatch;

(j) the licensee shall maintain a daily log of data collected during the course of exploration operations on the vessel or installation whereby such operations are being carried out in the licence area and shall allow any officer authorised by the Department or Directorate or Central Government or the administering authority in this behalf to inspect such data logs and the licensee shall also comply with any other reporting requirements specified in the composite licence;

(k) the licensee shall have the right to deploy vessels, drones and bring upon the licence area all such temporary buoys, structures, steam and other engines, machineries, conveniences, and effects as may be deemed proper and necessary for effectively carrying on its exploration operations or for the employment of workmen thereon;

(l) the licensee shall comply with all applicable laws and regulations pertaining to movement and deployment of vessels, installations, machineries, engines, platforms, drones and other installations or implements in the offshore areas;

(m) the licensee shall ensure that any vessel, installation, machinery, engine, platform, drone and other installations or implements that have been deployed by it in the offshore areas have on board, and use equipment, such as satellite tracking equipment and voyage data recorder, that monitors and reports their activity

(n) the licensee shall, within a period of six months after the expiry or termination of the composite licence or date of abandonment of operations or surrender of excess area, whichever is earlier,—

(i) take all necessary steps enabling the natural rehabilitation of the seabed affected by exploration operations, including any measures as may be specified by the Central Government; and

(ii) remove expeditiously at his own cost, all vessels, structures, buoys, engines, machineries, implements, equipment and other property and effects erected or brought by the licensee on or in the licence area together with all minerals won by the licensee:

Provided that the provisions of this clause shall not apply, in the case of the area over which the licensee has been granted a production lease on or before the expiry or termination of the composite license, as the case may be;

(o) the licensee shall give at least two months' notice prior to commencement of the exploration operation to the Department, Directorate, administering authority, Indian Bureau of Mines and Naval Headquarters (Directorate of Naval Intelligence), Ministry of Defense, to ensure that such operations do not interfere with any naval exercise in the area;

(p) in case foreign domiciled entities or foreign entities or contractors, personnel, vessels or equipments are engaged or deployed, for undertaking exploration operations, prior approval shall be obtained from the Government authorities, including any specific approvals mandated by the Central Government; any data collected and work carried out shall be under the supervision and control of Indian representatives of the licensee, who shall ensure appropriate security safeguards;

(q) the licensee shall ensure that the data generated during exploration operations, including any geological data, is processed, by foreign entities or contractors, in India and such processed and unprocessed data may be imparted to any foreign entity only with prior approval of the administering authority;

(r) prior to their deployment all vessels, to be deployed and installations to be erected, for exploration operations by the licensee himself or contracted companies, shall undergo and clear security inspection of the Indian Navy under the aegis of the Flag Officer Commanding-in-Chief of the concerned Naval Command and Flag Officer, Offshore Defence Advisory Group and a clear one month's notice shall be given by the licensee to the said officers to facilitate such inspection and clearance;

(s) all vessels to be deployed for exploration operations by the licensee shall obtain prior clearance from the Directorate General of Shipping in terms of the Merchant Shipping Act, 1958 (44 of 1958) and the rules made thereunder;

(t) intimation regarding award of contracts to contracted companies or persons along with relevant details of the contracts, including the name of the contracted entity, duration of the contract, subject matter of the contract, nature of equipment employed and data to be collected, if any, shall be forwarded to the Naval Headquarters (Directorate of Naval Intelligence), Ministry of Defence, along with a copy to the administering authority, before commencement of the operations by the licensee, providing six monthly long case on vessels deployment by operating companies;

(u) visa, and such other permissions as may be required under the law for the time being in force, shall have to be obtained from the Government authority for all foreign personnel on board the vessel;

(v) the licensee shall take all precautionary measures for safety and security of all vessels and equipments deployed for exploration operations and the personnel onboard;

(w) the licensee shall, for issuing the marine safety warnings, immediately inform the Flag Officer, Offshore Defence Advisory Group and the administering authority, the location indicating co-ordinates of all vessels, existing and under construction offshore installations or platforms, equipments and machineries deployed within the licence area, and thereafter its new location as and when it is shifted;

(x) the licensee shall not interfere with any right of way in recognised sea lanes for the purposes of navigation or any other purpose as may be authorised by the Central Government;

(y) the licensee shall allow reasonable facilities of access to the other licensees or lessees over any area which is comprised in or adjoins or is reached by the licence area held by the licensee:

Provided that no substantial hindrance or interference shall be caused by the licensees or lessees to the operations of the licensee and fair compensation, as may be mutually agreed upon or in the event of disagreement as may be decided by the administering authority, shall be paid by them to the licensee for any loss or damage sustained by the licensee;

(z) the licensee shall use its best efforts to avoid obstructions to or interference with any petroleum operations or any operations pertaining to offshore wind power projects or such other operations being carried out or proposed to be carried out by an operator, duly authorised by the Government authority, within the licence area;

(za) the licensee shall ensure that all personnels, vessels, installations, equipments and infrastructure deployed for the purposes of exploration operations in the licence area shall, at all times during the term of the composite licence, be insured by the licensee in accordance with such regulatory requirements, as applicable under any law for the time being in force, and such other terms and conditions as may be specified by the Central Government or the administering authority;

(zb) the Central Government or the Department shall at all times have the right of pre-emption of the minerals won from the licence area in respect of which the composite licence has been granted:

Provided that the average sale price as published by the Directorate prevailing at the time of pre-emption shall be paid to the licensee for all such minerals;

(zc) the licensee shall not carry on or allow to be carried on, any exploration operations at any point within a distance of five hundred metres from any telecommunication cables, offshore wind turbine generators, offshore power sub-stations, oil platform or pipelines, underwater archaeological sites, defence installations or any port area, except under and in accordance with the prior approval of the competent authority or any officer authorised by the administering authority or the Central Government in this behalf and the said distance of five hundred metres shall be measured from the outer edge of the relevant vessel, structure or installation, as applicable;

(zd) the Central Government, or any lessee or person authorised by it in that behalf by the administering authority or the Central Government, shall have the right to enter into or upon the licence area and lay upon or maintain, repair or replace, over or through the same, any pipelines, cables, offshore wind turbine generators, offshore power sub-stations or any other purpose authorised by the Central Government or the administering authority, as the case may be:

Provided that no substantial hindrance or interference shall be caused to, or with, the liberties, powers and privileges of the licensee, and fair compensation, as may be mutually agreed upon, or in the event of disagreement, as may be decided by the administering authority, shall be made—

(i) to the licensee for all loss or damage or substantial hindrance or interference caused to the licensee by such other lessee or person authorised by the administering authority or the Central Government, as the case may be; or

(ii) by the licensee for all loss or damage or substantial hindrance or interference caused to such other lessee or person authorised by the administering authority or the Central Government, as the case may be;

(ze) the licensee shall forward to the Directorate General of Shipping, Director General, Indian Coast Guard, administering authority and any other Government authority, without delay, a report of any accident causing death or serious bodily injury or serious injury to property or seriously affecting or endangering life or property which may occur in the course of its exploration operations;

(zf) the licensee shall not employ, in connection with the exploration operations, any person who is not an Indian national except with prior approval of the administering authority;

(zg) the licensee shall not carry on his operations in a manner that would injure any person or prejudicially affect any installations, vessels, works, property or rights of other persons and no offshore area shall be used by the licensee for exploration operations for works or purposes not included in the composite licence;

(zh) the licensee shall ensure the safety of vessels, installations or any other implements in the licence area, to the satisfaction of the administering authority or any other Government authority, as the case may be; and

(zi) the licensee shall work and carry on the exploration operations in a proper, skilful and workman-like manner.

(2) Failure on the part of the licensee to fulfil any of the terms and conditions of the Act and the rules made thereunder or under the composite licence shall not give the Central Government or the administering authority or the Department any claim against the licensee or be deemed a breach of the composite licence, in so far as such failure is considered by the Central Government or the administering authority or the Department to arise from a force majeure and in the event of any delay by the licensee to fulfill any of the terms and conditions of the Act and the rules made thereunder or under the composite licence on account of a *force majeure*, the period of such delay shall be added to the period fixed by these rules or the composite licence.

Explanation. — For the purposes of this clause, the expression "*force majeure*" means act of God, war, insurrection, riot, civil commotion, strike, earthquake, storm, tidal wave, flood, lightning, explosion, fire, or any other happening which the licensee could not reasonably prevent or control.

(3) In addition to the conditions specified in sub-rule (1), a composite licence may contain the following conditions, as the Department or Directorate or administering authority or the Central Government as may deem fit to impose, namely:—

(i) indemnity to the Central Government, Department and administering authority against claims of third parties;

(ii) measures, as specified by the Central Government, pertaining to prevention and control of pollution and conservation of marine ecosystem in protected areas including, marine national parks, marine sanctuaries or any other area, as may be specified by the Central Government;

(iii) restrictions on exploration operations in any area prohibited by any competent authority;

(iv) the reporting of accidents;

(v) conditions regarding entry in certain parts of offshore areas;

(vi) facilities to be given by the licensee for working other minerals, mineral oil and hydrocarbon resources in the licence area or adjacent areas; and

(vii) any other conditions specified in the tender document for auction for grant of composite licence.

(4) The administering authority may, either with the prior approval of the Department or the Central Government at the instance of the Department or the Central Government, impose such further conditions as may be necessary in the interest of conservation and development of minerals.

(5) In the case of breach of any condition imposed on any licensee under the Act and the rules made thereunder, the Central Government may, after consultation with the Department and with intimation to the administering authority, by order in writing, terminate the composite licence and may direct the administering authority to forfeit, in whole or part, the performance security submitted by the licensee and take such other action in accordance with the Act and the rules made thereunder:

Provided that no such order shall be made without giving the licensee a reasonable opportunity of being heard and without recording the reasons in writing.

12. Terms and conditions of production lease.—(1) Every production lease shall be subject to the following conditions, namely: -

(a) the lessee shall at all times comply with the provisions of the Act, the rules and all other applicable laws for the time being in force, including the Atomic Energy Act, 1962 (33 of 1962);

(b) the lessee shall pay, for every year of the production lease period, such yearly fixed rent at the rates specified in the Second Schedule to the Act and if the production lease permits the working of more than one mineral in the same area, the Central Government shall not charge separate fixed rent in respect of each mineral:

Provided that the lessee shall be liable to pay the fixed rent or royalty in respect of each mineral, whichever is higher;

(c) the lessee shall also pay for any area used by him for the purposes of production operations, surface rent and other applicable charges, fees, taxes, cess, duties and levies, applicable for such area, as may be specified or imposed by the Central Government;

(d) the lessee shall commence production operations within a period of two years, as specified under clause (c) of section 14 of the Act, from the date of execution of the production lease deed and shall thereafter conduct such operations in a proper, skilful and workman-like manner;

Explanation.—For the purposes of this clause, the expression "production operations" shall include deployment of any vessel, erection of buoys, operation of engines or machineries, implementation of equipments, construction of artificial island or platform in the lease area or any other operation undertaken for the purpose of winning minerals;

(e) the lessee shall not carry on or allow to be carried on, any production operations at any point within a distance of five hundred metres from any telecommunication cables, offshore wind turbine generators, offshore power substations, oil platform or pipelines, underwater archaeological sites, defence installations or any port area, except under and in accordance with the prior approval of the competent authority and any officer authorised by the administering authority or the Central Government in this behalf and the said distance of five hundred metres shall be measured from the outer edge of the relevant vessel, structure or installation, as applicable;

(f) the lessee shall keep accurate and true accounts showing the quantity and other particulars of—

(i) all minerals obtained and dispatched from the lease area;

(ii) waste material excavated from the lease area;

(iii) the number and nationality of persons employed therein;

(iv) complete plans of the lease area, and shall allow any officer authorised by the Department or the Directorate or the Central Government or the administering authority in this behalf, to examine at any time any account, plans, data logs and records maintained by him and shall furnish to the administering authority with such information and returns as it or any officer authorised by it in this behalf may require; and

(v) any other reporting requirements specified in the production lease:

Provided that in the case of minerals containing prescribed substances such information and returns shall be furnished only to the Director of the Directorate;

(g) the lessee shall keep accurate records of all excavations, pits and drillings made by the lessee in the course of production operations carried on by the lessee under the production lease and shall allow any officer authorised by the Department or the Directorate or the Central Government or administering authority to inspect the same and such records shall contain the following particulars, namely—

(i) the subsoil and strata below the seabed through which such excavations, pits or drillings pass;

(ii) details of any mineral encountered; and

(iii) such other particulars as the Department or the Directorate or the Central Government or the administering authority may require;

(h) the lessee shall comply with all applicable laws and regulations pertaining to movement and deployment of vessels, installations, machineries, engines, platforms, drones and other installations or implements in the offshore areas;

(i) the lessee shall ensure that any vessels, installations, machinery, engine, platform, drone and other installations or implements that have been deployed by it in the offshore areas have on board, and use equipment, such as satellite tracking equipment and voyage data recorder, that monitors and reports their activity;

(j) the lessee shall allow any officer authorised by the Department or the Directorate or the Central Government or the administering authority to enter upon any vessel, platform, installation or any other infrastructure in the lease area for the purpose of inspecting the same;

(k) whenever production operation is undertaken for beach sand mineral deposits or heavy mineral deposits or areas containing atomic mineral in association with other minerals, the lessee shall maintain the records and details of the list of minerals mined, details of production methodology and storage location of these minerals, tonnage of such minerals, the mineralogy, complete material balance towards conservation of such minerals with respect to in situ mineral contents:

Provided that in case of beach sand minerals, the preferential separation of one or more of the heavy minerals of commercial interest from beach sand minerals would invariably result in enhancement of the relative content of other minerals and atomic minerals including monazite in the left-over beach sands and the lessee shall—

(i) maintain the details of quantity of waste and tailings generated during production operations and mineral beneficiation activities;

(ii) maintain the storage location in the plans and registers;

(iii) not transfer or sell or dispose such materials without the prior approval of the Department regarding conservation of atomic minerals and the directives issued by the Board regarding radiological safety;

(l) the Central Government or the Department shall at all times have the right of pre-emption of the minerals won from the lease area in respect of which the production lease has been granted:

Provided that the average sale price as published by the Directorate prevailing at the time of pre-emption shall be paid to the lessee for all such minerals;

(m) the lessee shall store and maintain accounts properly within the lease area of the unutilised or non-saleable subgrade ores or minerals for future beneficiation;

(n) the lessee shall take all necessary steps and measures enabling the natural rehabilitation of the seabed affected by production operations, including any measures as may be specified by the Central Government;

(o) the lessee shall also comply with the provisions of the Act and the rules made thereunder including rules made under section 19A of the Act and directions issued under section 21 of the Act.

(p) the lessee shall not carry on his operations in a manner that would injure any person or prejudicially affect any installations, vessels, works, property or rights of other persons and no offshore area shall be used by the lessee for production operations for works or purposes not included in the production lease;

(q) the lessee shall not interfere with any right of way in recognised sea lanes for the purposes of navigation, or any other purpose as may be authorised by the Central Government;

(r) the lessee shall allow reasonable facilities of access to any lessees over any area which is comprised in or adjoins or is reached by the lease area held by the lessee:

Provided that no substantial hindrance or interference shall be caused by the lessees to the operations of the lessee and fair compensation as may be mutually agreed upon or in the event of disagreement as may be decided by the administering authority shall be paid by them to the lessee for any loss or damage sustained by the lessee;

(s) the lessee shall use its best efforts to avoid obstructions to or interference with any petroleum operations or any operations pertaining to offshore wind power projects or such other operations being carried out or proposed to be carried out by an operator, duly authorised by the Government authority, within the lease area;

(t) any lessee or person authorised by it in that behalf by the Department, Directorate, administering authority or the Central Government, shall have the right to enter into upon the lease area and lay upon or maintain, repair or replace, over or through the same, any pipelines, cables, offshore wind turbine generators, offshore power substations or any other purpose authorised by the Central Government or the administering authority, as the case may be:

Provided that no substantial hindrance or interference shall be caused to, or with, the liberties, powers and privileges of the lessee, and fair compensation, as may be mutually agreed upon, or in the event of disagreement, as may be decided by the administering authority, shall be made—

(i) to the lessee for all loss or damage or substantial hindrance or interference caused to the lessee by such other lessee or person authorised by the administering authority or the Central Government, as the case may be; or

(ii) by the lessee for all loss or damage or substantial hindrance or interference caused to such other lessee or person authorised by the administering authority or the Central Government, as the case may be;

(u) the lessee shall at his own expense, erect, maintain, display and keep in repair all notices or floaters or signage or buoys, marking the boundary of the lease area to the satisfaction of

the Department, Directorate, administering authority and other Government authorities, including the Indian Coast Guard and the Indian Navy;

(v) the lessee shall maintain daily logs of data collected during the course of production operations on the vessel or installation whereby such operations are being carried out in the lease area and shall allow any officer authorised by the Department or Directorate or the Central Government or the administering authority in this behalf to inspect such data logs and the lessee shall also comply with any other requirements specified in the production lease;

(w) the lessee shall make available all production data, reports, samples, including the data pertaining to number of persons engaged, geological and geophysical data relating to production fields, engineering surveys, investigation of atomic minerals, quantum of minerals won and extracted, and other relevant information collected by him pursuant to a production operation, and shall submit the following, namely:—

(i) annual report within a period of sixty days after the close of the year;

(ii) any other report as may be specified in the production lease,

(x) to the Directorate, Geological Survey of India, administering authority, the Indian Bureau of Mines and such other authority as may be specified;

(y) the lessee shall not share any data collected during the course of production operations with any third party for storage, processing or interpretation without the prior approval of the administering authority;

(z) the lessee shall pay compensation in accordance with the law for the time being in force for the damage, injury or disturbance which may be caused by him and shall indemnify and keep indemnified, the Department, administering authority and the Central Government against all claims which may be made by any person or persons in respect of any such damage, injury or disturbance and all costs and expenses in connection therewith;

(aa) in case foreign domiciled entities or foreign entities or contractors, personnels, vessels or equipments are engaged or deployed, for undertaking production operations, prior approvals shall be obtained from the Government authorities, including any specific approvals mandated by the Central Government any data collected and work carried out shall be under the supervision and control of Indian representatives of the lessee, who shall ensure appropriate security safeguards;

(za) the lessee shall ensure the safety of vessels, installations or any other implements in the lease area, to the satisfaction of the administering authority or any other Government authority, as the case may be;

(zb) the lessee shall ensure that data generated during the production operations, including any geological data, is processed, by foreign entities or contractors, in India and such processed and unprocessed data may be imparted to any foreign entity only with prior approval of the administering authority**;**

(zc) the lessee shall give at least two months' notice prior to commencement of the operations to the Department, Directorate, administering authority, the Indian Bureau of Mines and the Naval Headquarters (Directorate of Naval Intelligence), Ministry of Defence, to ensure that such operations do not interfere with any naval exercise in the area;

(zd) prior to their deployment, the lessee shall ensure that all vessels to be deployed and installations to be erected in the lease area by the lessee or by the contracted companies, shall undergo and clear naval security inspection of the Indian Navy under the aegis of the Flag Officer Commanding-in-Chief of the concerned Naval Command and Flag Officer, Offshore Defence Advisory Group and a clear one month's notice shall be given by the lessee to the aforesaid offices to facilitate such inspection and clearance;

(ze) all vessels to be deployed for production operations by the lessee shall obtain prior clearance from the Directorate General of Shipping in terms of the Merchant Shipping Act, 1958 (44 of 1958) and the rules made thereunder;

(zf) the lessee shall ensure that intimation regarding award of contracts to contracted companies or persons along with relevant details of the contracts, including the name of the contracted entity, duration of the contract, subject matter of the contract, nature of equipments employed and data to be collected, if any, shall be forwarded to the Naval Headquarters (Directorate of Naval Intelligence), Ministry of Defence, along with a copy to the Department, Directorate, administering authority, before commencement of the operations by the lessee, providing six monthly long case on vessels deployment by operating companies;

(zg) visa and such other permissions as may be required under the law for the time being in force, shall have to be obtained from the Government authority for all foreign personnel on board the vessel;

(zh) the lessee shall take all precautionary measures for safety and security of all vessels and equipments deployed for production operations and the personnel on board;

(zi) the lessee shall, for issuing the marine safety warnings, immediately inform the Flag Officer, Offshore Defence Advisory Group and the Department, Directorate, administering authority, the location indicating co-ordinates of all vessels, existing and under construction offshore installations or platforms, equipments and machineries deployed within the lease area, and thereafter its new location as and when it is shifted;

(zj) the lessee shall forward to the Directorate General of Shipping, Director General, Indian Coast Guard, Department, Directorate, administering authority and any other Government authority, without delay, a report of any accident causing death or serious bodily injury or serious injury to property or seriously affecting or endangering life or property which may occur in the course of its production operations;

(zk) the lessee shall maintain a copy of the production plan at the vessel or installation by way of which production operations are being carried out in the lease area, or at an earmarked site;

(zl) the lessee shall not employ, in connection with the production operations, any person who is not an Indian national except with the prior approval of the administering authority;

(zm) the lessee shall allow any officer authorised by the Department or the Directorate or the Central Government or the administering authority as the case may be, to enter upon any portion of lease area to inspect the lease area at all reasonable times and shall also supply, on demand all applicable plans and sections of the lease area as also the quantity of reserves grade-wise;

(zn) the lessee shall, unless specifically exempted by the administering authority, provide, and at all times keep, within the lease area or at point of discharge from the lease area and at the port of unloading or discharge in India, at which the minerals shall be brought, a properly constructed and efficient weighing or measurement system, which may be specified;

(zo) the lessee shall weigh or measure, or cause to be weighed or measured, all the produced and dispatched minerals, in accordance with the manner as may be specified:

Provided that the lessee shall at the close of each day ensure that the total data on production and dispatch of minerals, including all weights and measurements have been entered in the books of accounts maintained by the lessee:

Provided further that the lessee shall at all times during the term of the production lease, permit the administering authority, Department, Directorate and the Central Government to employ any person or persons to be present at the weighing or the

measurement of the said minerals as aforesaid, and to keep accounts thereof, and to check the accounts kept by the lessee and the lessee shall give seven days prior notice in writing to the administering authority and authorised officer of the Department and Directorate for every such weighing, or measuring, in order that he or some officer on his behalf may be present thereat;

(zp) the lessee shall at any time during the term of the production lease, allow any person or persons appointed in that behalf by the administering authority, Department, Directorate or the Central Government, to examine and test every weighing machine or measurement system to be provided and kept as aforesaid and the weights or systems used therewith in order to ascertain whether the same respectively are correct and in good repair and order:

Provided that if upon any such examination or testing, any such weighing machine or weights or measurement system is found incorrect, or out of order, the Department may require that the same be adjusted and put in order, by and at the expense of the lessee and if such requisition is not complied with within a period of fourteen days after the same has been made, the Department or any person authorised by the Central Government in this behalf may not grant transit permit till such weighing machine or weights or measurement system is calibrated and put in order;

(zq) if upon any such examination or testing as aforesaid, any error is discovered in any weighing machine or weights to the prejudice of the administering authority, Department, Directorate or the Central Government, such error shall be regarded as having existed for a period of three months prior to the discovery thereof or from the last occasion of examining and testing the same weighing machine, weights and measurement system, in case such occasion is within the said period of three months, and the lessee shall, in addition to any other penalty or civil liability which may be imposed under the Act or rules made thereunder, pay the rent, royalty or any such other payment as applicable, accounted for accordingly;

(zr) if the lessee fails to carry out or perform any of its obligations under this sub-rule or under the production lease deed within the time specified in that behalf, the Department may, at its discretion, cause the same to be carried out or performed and the lessee shall pay the Department, on demand, all expenses incurred in this regard by the Department and the decision of the Department as to such expenses shall be final.

(zs) the lessee may, after paying the rents, rates and royalties payable under the Act and the rules made thereunder or under the production lease deed, on the expiry or termination of the lease term or within a period of six months thereafter (unless the production lease is terminated for default of the lessee, and in that case at any time not less than three months nor more than a period of six months after such termination) dismantle and remove for its own benefit, all or any ore mineral excavated during the currency of the production lease, vessels, installations, engines, machineries, pipelines, structures, equipments, platforms and infrastructure, erections and conveniences which may have been erected, set up or placed by the lessee in or upon the lease area and which the lessee is not bound to deliver to the Department or which the Department does not desire to purchase;

(zt) if at the end of a period of six months after the expiry or termination of the production lease term there shall remain in or upon the lease area, any ore or mineral, engine, machineries, pipeline, structure, equipments, platform, and other work, erections and conveniences or other property which are not required by the lessee, the same shall, if not removed by the lessee within a period of one month of being notified to do so by the Department, be deemed to become the property of the Central Government and may be sold or disposed of, at the cost of the lessee, in such manner as the Department or the Central Government as may deem fit without liability to pay any compensation or to account to the lessee in respect thereof; and

(zu) the lessee shall ensure that every personnel, vessel, installation, equipment and infrastructure deployed for the purposes of production operations in the lease area shall, at all times during the term of the production lease, be insured by the lessee in accordance with such regulatory requirements, as applicable under any law for the time being in force, and such other terms and conditions as may be specified by the Central Government or the administering authority.

(2) Failure on the part of the lessee to fulfill any of the terms and conditions of the Act and the rules made thereunder or under the production lease shall not give the Central Government or the administering authority or the Department any claim against the lessee or be deemed a breach of the production lease, in so far as such failure is considered by the Central Government or the administering authority or the Department to arise from a force majeure and in the event of any delay by the lessee to fulfill any of the terms and conditions of the Act and rules made thereunder or under the production lease on account of a *force majeure*, the period of such delay shall be added to the period fixed by these rules or the production lease.

Explanation.— For the purposes of this clause the expression "*force majeure*" means act of God, war, insurrection, riot, civil commotion, strike, earthquake, storm, tidal wave, flood, lightning, explosion, fire and any other happening which the lessee could not reasonably prevent or control.

(3) The lessee shall report to the Department, Directorate, administering authority, the discovery in the lease area of any mineral not specified in the production lease as soon as reasonably practicable, and in no event later than a period of sixty days from the date of such discovery, and shall not win and dispose of such discovered mineral without inclusion of such discovered mineral in the production lease deed.

(4) In addition to the conditions specified in sub-rule (1), a production lease may contain following conditions as the Department or Directorate or administering authority or the Central Government as may deem fit to impose, namely:-

(a) the time-limit, mode and place of payment of rents and royalties;

(b) take measures, as specified by the Central Government, pertaining to prevention and control of pollution and conservation of marine ecosystem in protected areas including, marine national parks, marine sanctuaries or any other area, as may be notified by the Central Government;

(c) restrictions on production operations in any area prohibited by any competent authority;

(d) the notice by lessee for—

(i) entering into the lease area prior to commencement of production operations; and

(ii) commencement of production operations;

(e) the provision of proper weighment of mineral dispatched;

(f) the reporting of accidents;

(g) the indemnity to the Central Government, Department and administering authority against claims of third parties;

(h) the delivery of possession of lease area on the surrender, expiration or termination of the production lease;

(i) the forfeiture of property left after termination of production lease;

(j) the power to take possession of the lease area, vessels, installations and other infrastructure in the event of war or emergency; and

(k) any other conditions deemed necessary for grant of production lease.

(5) The administering authority may, either with the prior approval of the Department or Central Government or at the instance of the Department or the Central Government, impose such further conditions as may be necessary in the interest of conservation and development of atomic minerals or areas containing atomic minerals in association with other minerals.

(6) When a production lease is granted by the administering authority, arrangements shall be made by the Department or Directorate or administering authority, at the expense of the lessee, for the survey and demarcation of the lease area.

(7) Subject to the conditions specified in this rule, the lessee for the purposes of production operations on the lease area to—

(a) work the mines, win and carry away the mineral;

(b) sink pits;

(c) erect, install or deploy, as the case may be, any vessels, platforms, equipments, installations and other infrastructure;

(d) use sea water if required for production operations or transportation;

(e) use any part of offshore lease area for storage purpose; and

(f) do any other thing specified in the production lease.

(8) If the lessee does not allow entry or inspection under clause (g), clause (j), clause (v), clause (zm), or clause (zp) of sub-rule (1), the Department shall give notice in writing to the lessee requiring him to show cause within such time as may be specified in the notice as to why the production lease should not be terminated and the performance security submitted by the lessee be forfeited; and if the lessee fails to show cause within the aforesaid time to the satisfaction of the Department, the Central Government, after consultation with the Department and with intimation to the administering authority, may terminate the production lease and may direct the administering authority to forfeit the whole or part of the performance security submitted by the lessee and take such other action in accordance with the Act and the rules made thereunder.

(9) If the lessee is convicted for illegal mining and there are no orders of any court of law suspending the operation of the order of such conviction, the Central Government, after consultation with the Department and with intimation to the administering authority, may, without prejudice to any other proceedings that may be taken under the Act or the rules made thereunder, terminate such production lease and may direct the administering authority to forfeit the performance security submitted by the lessee, after giving such lessee an opportunity of being heard and for reasons to be recorded in writing and shall communicate to the lessee.

(10) If the lessee makes any default in the payment of royalty as required under sub-section (1) of section 16 of the Act or contribution to the Offshore Areas Mineral Trust under sub-section (5) of section 16A of the Act or payment of fixed rent as required by sub-section (1) of section 17 of the Act or contribution towards the International Seabed Authority as required under section 18 of the Act or commits a breach of any of the conditions specified in the sub-rules (1), (2) and (5), the administering authority shall give notice to the lessee requiring him to pay the royalty or fixed rent or contribution to the International Seabed Authority or to the Offshore Areas Mineral Trust to remedy the breach, as the case may be, within a period of sixty days from the date of the receipt of the notice and if the royalty or fixed rent or contribution to the International Seabed Authority or to the Offshore Areas Mineral Trust is not paid or the breach is not remedied within the said period, the Central Government, after consultation with the Department and with intimation to the administering authority, may, without prejudice to any other proceedings that may be initiated against him, terminate the production lease and may direct the administering authority to forfeit the whole or part of the performance security submitted by the lessee.

13. Action for contravention or non-fulfillment of obligations.— (1) In the case of contravention or non-fulfillment of the obligations under the exploration licence deed of composite licence or production lease

deed or the terms and conditions of composite licence or production lease, the Central Government, on recommendation of the Department and with intimation to the administering authority, reserves the right to take appropriate action, including the right to terminate the composite licence or production lease or direct the administering authority to forfeit, in whole or part, the amount of performance security deposited by the holder of composite licence or production lease:

Provided that no such order shall be made without giving the lessee a reasonable opportunity of stating his case.

(2) If the licensee or lessee fails to carry out or perform any of its obligations under this sub-rule or under the exploration licence deed of composite licence or production lease deed within the time specified in that behalf, the Department may cause the same to be carried out or performed and the licensee or lessee shall pay the Department, on demand, all expenses incurred in this regard by the Department and the decision of the Department as to such expenses shall be final.

CHAPTER VI

LAPSE, SURRENDER OR TERMINATION

14. **Lapsing of composite licence.—**(1) Where the licensee fails to commence exploration operations within a period of one year after the grant of composite licence, or upon commencement, discontinues the exploration operations for a period of two years, the administering authority shall, after consultation with the Department and subject to the provisions of sub-rule (4) of rule 16, by an order declare the composite licence as lapsed from the date of execution of the composite licence or, as the case may be, discontinuance of the operation, and communicate the declaration to the licensee.

(2) The lapsing of a production lease shall be recorded through an order issued by the administering authority and shall also be communicated to the lessee, Directorate and Department.

(3) The administering authority may forfeit the performance security submitted by the licensee in full or in part, upon the lapse of a composite licence.

(4) The licensee shall pay any expenditure incurred by the Central Government, administering authority, the Directorate and the Department over and above the performance security, towards carrying out any protective measures or taking any necessary steps, or such other measures as may be specified by the Central Government, to enable the natural rehabilitation of the seabed affected by the exploration operations.

15. **Lapsing of production lease.—**(1) Where the lessee fails to commence production operations within a period of two years after the grant of production lease, or upon commencement, discontinues the production operations for a period of two years, the administering authority shall, after consultation with the Department and subject to the provisions of sub-rule (1) of rule 16, by an order declare the production lease as lapsed from the date of execution of the production lease or, as the case may be, discontinuance of the operation, and communicate the declaration to the lessee.

(2) Where production and dispatch has not commenced within a period of four years after the execution of the production lease, or is discontinued for a period of two years after commencement of production and dispatch, the administering authority shall, after consultation with the Department and subject to the provisions of sub-rule (1) of rule 16, by an order, declare the production lease as lapsed on the expiry of the period of four years from the date of its execution or, as the case may be, a period of two years from the date of discontinuance of the production and dispatch, and communicate the declaration to the lessee.

(3) The lapsing of a production lease shall be recorded through an order issued by the administering authority and shall also be communicated to the lessee, Directorate and Department.

(4) The administering authority may forfeit the performance security submitted by the lessee in full or in part, upon the lapse of a production lease.

(5) The lessee shall pay any expenditure incurred by the Central Government, administering authority, Directorate and the Department over and above the performance security, towards carrying out any protective measures or taking any necessary steps, or such other measures as may be specified by the Central Government, to enable the natural rehabilitation of the seabed affected by the production operations.

16. Application for extension of periods.—(1) Where—

(a) a licensee is unable to commence exploration operation or upon commencement, discontinues the operation within the period specified under sub-rule (1) of rule 14;

(b) a lessee is—

(i) unable to commence the production operations or upon commencement, discontinues the operation within the period specified in sub-rule (1) of rule 15; or

(ii) unable to commence the production and dispatch, or upon commencement, such production and dispatch is discontinued for the period specified under sub-rule (2) of rule 15,

in each case, for reasons beyond its control, it may submit an application to the administering authority, at least three months before the expiry of such period, seeking an extension of such period duly explaining the reasons for the same:

Provided where the licensee or the lessee has failed to make the application within the time specified above, due to the reasons beyond its control but has made application before the lapse of the composite licence, or the production lease, the administering authority may condone the delay in making such application.

(2) Every application made under sub-rule (1) shall specify in detail, namely:—

(a) the reasons on account of which it is not possible for the lessee to undertake exploration operation or production operations or production and dispatch, as the case may be or continue exploration operations or production operations or production and dispatch, as the case may be;

(b) the manner in which such reasons are beyond the control of the licensee or lessee; and

(c) the steps that have been taken by the licensee or lessee to mitigate the impact of such reasons.

(3) Every application under sub-rule (1) shall be accompanied by a fee *of one* lakh rupees.

(4) The administering authority shall, after examining the adequacy and genuineness of the reasons for the non-commencement of exploration operations or production operations or production and dispatch, or discontinuance thereof, as the case may be, and in consultation with the Department, pass an order, within a period of three months from the date of receipt of the application made under sub-rule (1) or the date on which the composite licence or production lease, as the case may be, would have otherwise lapsed, whichever is earlier, either granting or rejecting such application:

Provided that any such extension shall not be granted for a period exceeding one year and such extension shall not be granted for more than once during the entire period of the composite licence or the production lease, as the case may be.

17. Surrendering production lease.—(1) The lessee may make an application to the administering authority for surrendering of the entire or a part of the production lease after giving a notice in writing of not less than a period of six months from the intended date of surrender.

(2) The administering authority shall permit surrender of entire or a part of the lease area only with the prior approval from the Department.

(3) The administering authority may allow surrendering a production lease under sub-rule (1) subject to the following conditions, namely:-

(a) every application for surrender of lease area, or part thereof, shall be accompanied by an approved final mine closure plan;

(b) the lessee has submitted a certificate from the Director of the Directorate confirming implementation of the final mine closure plan approved by the Director of the Directorate, including any other document to evidence implementation of the approved final mine closure plan;

(c) surrender of a part of the lease area shall comprise only contiguous standard blocks along the boundaries of the existing lease area and such area shall have been properly surveyed;

(d) all dues with respect to the production lease have been settled;

(e) the lessee shall deposit an amount equal to the estimated expenditure (in excess of the existing performance security), if any, to be incurred by the Central Government, administering authority, Directorate or the Department towards protective measures or take any necessary steps or such other measures, as may be specified by the Central Government, to enable the natural rehabilitation of the seabed affected by production operations in the lease area; and

(f) the provisions regarding systematic development of mineral deposit provided in the production plan including the measures for protection of environment have been complied with.

(4) In case of surrender of the entire area before exhaustion of the mineral resources, the performance security provided by the lessee shall be forfeited:

Provided that the performance security shall not be forfeited in case—

(i) the lessee faces hindrances in production operations due to operations of other lessees of petroleum or offshore wind power projects or operations of Government security agencies or other government agencies; or

(ii) ten years have elapsed after execution of production lease and the lessee finds the production operations are uneconomic.

(5) The administering authority may refuse to accept such surrender of the entire or a part lease area for the reasons to be communicated in writing to the lessee.

(6) The lessee shall pay any expenditure over and above the performance security incurred by the Central Government, administering authority, Directorate or the Department towards carrying out any protective measures or taking any necessary steps, or measures, including as specified by the Central Government, to enable the natural rehabilitation of the seabed affected by the production operations in the lease area which has been surrendered.

18. Termination.—(1) The Central Government may, after consultation with the Department and with intimation to the administering authority, terminate a production lease or composite licence under the provisions of sub-section (1) of section 7 of the Act, if it is of the opinion that such termination is expedient in public interest, strategic interest of the country, in the interest of development and regulation of offshore mineral resources, preservation of natural environment and prevention of pollution, avoidance of danger to public health or communication, ensuring safety of any offshore structure or conservation of mineral resources or for any other reason.

(2) Without prejudice to sub-rule (1) and subject to sub-rule (2) of rule 11 and sub-rule (2) of rule 12, the Central Government may, after consultation with the Department and with intimation to the administering authority, terminate a composite licence or production lease, if such lessee at any time during the term of the production lease or composite licence, —

(a) fails to fulfil, or contravenes, any of the terms, covenants and conditions contained therein or in the Act or the rules made thereunder; or

(b) fails to use the offshore area covered by it for bona fide purpose for which it has been granted; or

(c) uses such offshore area for a purpose other than for which it has been granted; or

(d) fails to comply with Indian laws and regulations, international conventions or treaties to which India is a party including those applicable for environmental protection, pollution control, hazardous wastes; or

(e) fails to abide by the directives of the administering authority, Central Government, Department, Directorate or Government security agencies.

(3) No order for premature termination of operating right under this rule shall be made except after giving the lessee or the licensee, as the case may be, a reasonable opportunity of being heard, except in cases where premature termination is being done on the grounds of strategic interest of the country.

(4) Irrespective of anything contained in this rule, if any failure, contravention or use referred to in sub-rule (2), is of a remediable nature, the Central Government may give notice to such person requiring him to remedy the same within a period of sixty days from the date of receipt of the notice and informing him that his composite licence or production lease may be terminated without any further notice, in case such failure, contravention or use is not remedied within such period specified above.

(5) In the event of termination of a production lease or composite licence under the provisions of the Act or the rules made thereunder, the administering authority may forfeit the performance security submitted by the lessee.

(6) The lessee or the licensee shall deposit an amount equal to the estimated expenditure *(in excess of the forfeited performance security)*, if any, to be incurred by the Central Government, Directorate, Department or the administering authority, as determined by the administering authority, towards carrying out any protective measures or taking any necessary steps, or such other measures, as may be specified by the Central Government to enable the natural rehabilitation of the seabed affected by the production operations, as the case may be.

19. Transfer of production lease or composite licence.—(1) The holder of a production lease or composite licence (herein after referred to as the transferor) may transfer his production lease or composite licence, as the case may be, to any person eligible to hold a production lease or composite licence in accordance with the provisions of section 13B of the Act and the rules made thereunder (herein after referred to as the transferee) with the prior approval of the administering authority.

(2) The transferor and the transferee shall, prior to the transfer, jointly submit an application to the administering authority in Form E, which shall contain details of the consideration payable by the transferee for the transfer, including the consideration in respect of the exploration operations or production operations already undertaken and the reports and data generated during the operations.

(3) The administering authority shall, subject to previous approval of the Department, convey its decision to approve or reject such transfer for the reasons to be recorded in writing:

(a) Provided that no such transfer of a production lease or a composite licence shall be made in contravention of any condition subject to which the production lease was granted.

(4) Every transfer effected under this rule shall be subject to the condition that all dues with respect to the composite licence or production lease shall be settled prior to such transfer, and that the transferee has accepted all the conditions and liabilities under any law for the time being in force which the transferor was subject to in respect of such a production lease or composite licence, as the case may be.

(5) On and from the date of transfer, the transferee shall be liable towards the administering authority, Department and the Central Government with respect to any and all liabilities with respect to the composite licence or production lease, as the case may be.

(6) The transferor and the transferee shall jointly submit a registered deed, in Form F, within a period of thirty days from the date of receipt of a letter of approval from the administering authority as specified in sub-rule (3).

(7) If a registered transfer deed is not submitted to the administering authority in accordance with sub-rule (6), the transfer application made under sub-rule (2) shall become ineligible.

(8) The date of commencement of the transfer deed shall be the date on which an executed transfer deed is registered.

(9) Every holder of a composite licence or production lease who transfers such composite licence or production lease, in accordance with the provisions of the Act or the rules made thereunder, to any other person, shall, within a period of thirty days of the date of such transfer, send an intimation thereof in Form G to the Department, Directorate and the administering authority.

(10) The administering authority shall intimate the Naval Headquarters (Directorate of Naval Intelligence), Ministry of Defence and such other authority or department as specified by the Department, in writing about any transfer of a composite licence or production lease, as the case may be.

(11) The Central Government may, after consultation with the Department and with intimation to the administering authority may, by an order in writing terminate any production lease or composite licence, as the case may be, and the administering authority may forfeit the performance security, at any time if the lessee or the licensee, has committed a breach of any of the provisions of this rule or has transferred such production lease or composite licence or any right, title, or interest therein otherwise than in accordance with this rule:

Provided that no such order shall be made without giving the lessee or licensee a reasonable opportunity of being heard.

20. Encumbrance and enforcement of security interest.—(1) A person holding a composite licence or production lease may create any encumbrance over such composite licence or production lease.

(2) In the event of enforcement of security interest with respect to such encumbrance, the operating right shall be assigned only to such transferee who meets all the eligibility conditions which were required to be met by the transferor for grant of such composite licence or production lease and in the manner as specified in rule 19:

Provided that in such cases the creditors enforcing the security interest may submit the transfer application on behalf of the transferee.

CHAPTER VII

MINERALS VALUATION

21. Valuation of atomic mineral.—Valuation of atomic minerals shall be in accordance with the provisions of Chapter VII of the Offshore Areas Operating Right Rules, 2024, as applicable:

Provided that wherever any power, function or responsibility of the Indian Bureau of Mines or its officers is specified or any information is to be submitted to the Indian Bureau of Mines or its officers, the same shall be deemed to be power, function or responsibility of the Directorate or its officers or requirement of submission of information to the said Directorate or its officers for minerals having grade equal to or greater than the threshold value in respect of atomic minerals, in the following manner, namely:-

(a) any reference to the Indian Bureau of Mines, to be deemed to be reference to the Directorate;

(b) any reference to the Controller General or the Chief Controller of Mines or the Controller of Mines or the Regional Controller or the Indian Bureau of Mines, to be deemed to be reference to the Director or as the case may be, the authorised officer of the Directorate.

CHAPTER VIII
PAYMENTS

22. **Fees and deposit are to be made.—**Any amount payable under the Act or the rules made thereunder except that payable in respect of an appeal under sub-rule (2) of rule 26; an exploration plan under sub-rule (1) of rule 9; production plan under sub-rule (1) of rule 10, shall be paid in such manner as the administering authority may specify in this behalf.

23. **Payment of interest.—**The administering authority may, without prejudice to the provisions contained in the Act or the rules made thereunder, charge simple interest at the rate of twelve per cent. per annum on any rent, royalty or fee other than the fee payable under sub-rule (1) of rule 9 or sub-rule (1) of rule 10, or other sum due to that the administering authority under the Act or rules made thereunder or terms and conditions of any operating right from the expiry of the date fixed by the administering authority for payment of such royalty, rent, fee or other sum and until payment of such royalty, rent, fee or other sum is made.

24. **Payments under production lease.—** The lessee shall pay royalties to the Central Government in the manner specified in section 16 of the Act or the fixed rent specified in section 17 of the Act.

25. **Payments under section 16A and section 18 of the Act.—**In addition to the payments specified herein, the holder of a production lease shall be required to pay to the Offshore Areas Mineral Trust and the International Seabed Authority in accordance with the provisions of sections 16A and section 18 of the Act, and the rules made thereunder.

CHAPTER IX
APPEAL

26. **Application for appeal.—**(2) Any person aggrieved by any order passed by the administering authority, the Directorate or any officer in exercise of the powers conferred on it by the Act or the rules made thereunder, in relation to atomic minerals having grade equal to or greater than the threshold value in respect of atomic minerals, may prefer an appeal to the Department in triplicate in Form H in each case, within a period of three months of the date of receipt of such order:

Provided that any such appeal may be entertained after the said period of three months if the appellant satisfies the Department that he had sufficient cause for not preferring the appeal within the stipulated time.

(2) The appeal shall be accompanied by a fee of ten thousand rupees payable either by way of a bank draft drawn on a Scheduled bank in the name of 'Pay and Accounts Officer, the Department of Atomic Energy' payable at Mumbai, in case of an appeal lying before the Department, or by way of a bank transfer to the designated bank account of the Department.

(3) Every appeal under sub-rule (1) shall be made only after impleading all the necessary parties and serving a copy of the memorandum of appeal on such parties by way of advance service and furnish proof thereof.

(4) The appellant shall, along with the memorandum of appeal under sub-rule (1), submit as many copies as may be specified by the Department.

(5) On receipt of the memorandum of appeal, the Department shall send a notice to each of the parties impleaded under sub-rule (3) specifying a date on or before which he may makes his representation, if any, against the appeal.

(6) The Department shall be empowered to specify any applicable procedures or requirements for deciding appeals under this rule.

27. **Orders on appeal application.—**(2) On receipt of a memorandum of appeal under rule 26, the Department shall forward the copies of such memorandum of appeal to the administering authority or Directorate or other authority calling upon them to make such comments as they may like, within a period of three months from

the date of issue of the communication, and the administering authority or Directorate or other authority, while furnishing comments to the Department shall simultaneously endorse a copy of the comments to the other parties.

(2) The comments received from any party under sub-rule (1) shall be forwarded to the other parties for making such further comments as they may like to make within a period of one month from the date of issue of the communication and the parties making further comments shall send them to all the other parties.

(3) The application for appeal, the communications containing comments and counter-comments referred to in sub-rules (1) and (2) shall constitute the records of the case.

(4) After considering the records referred to in sub-rule (3), and after giving the parties to the appeal a reasonable opportunity of being heard and after making such inquiry as it deems proper, the Department may confirm, modify or reverse the order appealed against or send back the case with such directions as it may deem fit for a fresh order after taking additional evidence, if necessary.

(5) During the pendency of appeal, the Department may for sufficient cause, stay the execution of the order against which an appeal has been preferred.

CHAPTER X
MISCELLANEOUS

28. Ownership and confidentiality of exploration data.—(2) All data obtained as a result of exploration operations or production operations including, but not limited to, all geophysical data relating to exploration or production or engineering surveys such as anomaly maps, sections, plans, structures, contour maps, logging, reports, samples, including the data pertaining to quantum of such samples won and extracted, shall be the sole property of the Central Government:

Provided that such lessee or agency specified or notified under the proviso to sub-section (1) of section 5 of the Act may make use of such data, free of cost, for the purpose of such exploration operations or production operations, as the case may be.

(2) While submitting reports under sub-rule (4) of rule 4 or sub-rule (17) of rule 6, the agencies permitted under the proviso to sub-section (1) of section 5 of the Act or the holder of the composite licence, as the case may be, may specify that the whole or any part of the reports and data submitted by him shall be kept confidential, and the concerned authorities shall thereupon, keep such portions of the submitted reports and data as confidential as may be deemed fit:

Provided that the Central Government may use such confidential reports and data for its own purposes:

Provided further that upon termination or expiration or completion of the reconnaissance operation or exploration operation or abandonment, all reports and data submitted by the said agencies shall become the sole property of the Central Government.

(3) While submitting reports under clause (f) of sub-rule (1) of rule 11 or clause (w) of sub-rule (1) of rule 12, the lessee may specify that the whole or any part of the reports and data submitted by him shall be kept confidential, and the concerned authorities shall thereupon, keep such portions of the submitted reports and data as confidential as it may deem fit:

Provided that the Central Government may use such confidential reports and data for its own purposes:

Provided further that upon termination or expiration or surrender or abandonment of the production lease, all reports and data submitted by the said lessee shall become the sole property of the Central Government.

29. **Power to rectify apparent mistakes.—**Any clerical or arithmetical mistake in any order passed by the Department or administering authority or any other authority or officer under these rules and any error arising therein due to accidental slip or omission, may, within a period of two years from the date of the order, be corrected by the Central Government, authority or officer, as the case may be:

Provided that no rectification order prejudicial to any person shall be passed unless he has been given a reasonable opportunity of being heard.

30. **Copies of production lease, annual returns and reports, to be supplied to the Ministries and other authorities.—**(1) Upon grant of any operating right, a list containing the details of the offshore areas for which such operating right has been granted by the administering authority shall be furnished to the Ministries and departments as specified under sub-rule (3) of rule 6 or sub-rule (3) of rule 7, as the case may be.

(2) A copy of every operating right granted under the Act and the rules made thereunder shall be furnished by the administering authority within a period of two months of such grant to the Director of the Directorate and the Director General, Directorate General of Mines Safety.

(3) A consolidated annual return of all composite licences and production leases granted under the Act and the rules made thereunder shall also be furnished by the administering authority to the Director of the Directorate in such form as may be specified by him, not later than the 30th day of June following the year to which the return relates, a copy of which shall also be furnished by the administering authority to the Director General, Directorate General of Mines Safety at the same time.

(4) All relevant data, reports, samples and other relevant information pertaining to production operations as submitted by the lessee under clause (f) of sub-rule (1) of rule 11 and clause (w) of sub-rule (1) of rule 12, shall be submitted by the administering authority to the Chief Hydrographer to the Government of India and to the Directorate General of Hydrocarbons within one month of from the date of receipt.

31. **Change of name, address to be intimated.—**The holder of a composite licence or production lease shall intimate to the Department and administering authority within a period of sixty days any change that may take place in its name, registered office and details of majority owners or other particulars furnished to the Department and the administering authority in Form I.

32. **Furnishing of geophysical data, etc.—**(1) A holder of an operating right or a person conducting exploration operations, as the case may be, shall furnish all information pertaining to investigations of atomic minerals collected or discovered and stored by him during the course of exploration operations and production operations to the administering authority, Director of the Directorate, Director General, Geological Survey of India, and any other authority as may be specified by the Department, in which the exploration operations or production operations are carried on.

(2) The data or information referred to in sub-rule (1) shall be furnished every year reckoned from the date of commencement of the period of the production lease.

33. **Registers.—** A register of operating rights granted under the Act and the rules made thereunder shall be maintained by the administering authority in Form J, which shall be accessed by the Directorate, the Department and the Board, whenever required, for the purpose of ensuring conservation of atomic minerals, and enforcing radiological safety regulations, respectively.

34. **Amalgamation of production leases.—**(1) The administering authority may, in the interest of mineral development, and with reasons to be recorded in writing, permit amalgamation of two or more adjoining production leases held by a lessee:

Provided that the period of amalgamated production leases shall be co-terminus with the production lease, whose period shall expire first:

Provided further that prior approval of the Department shall be obtained for such amalgamation.

(2) Without prejudice to the provisions of the Act or any rules made thereunder or the terms and conditions of a production lease, every holder of a production lease shall, within a period of thirty days from the date of amalgamation of production leases carried out under sub-rule (1), send an intimation thereof to the Department, Directorate and the administering authority.

35. Boundaries below sea level.— The boundaries of a composite licence or production lease shall be indicated by the longitudes and latitudes and shall run vertically downwards below the surface towards the centre of the earth.

36. Supply of certain information to new operating right holder.—Where any area has previously been held under an operating right, the person who was granted such operating right shall make available to the new operating right holder the original or certified copies of all plans, including abandoned workings, in that area.

37. Completion of any requirement on a public holiday.— When the day of completion of any requirement under these rules is falling due on a public holiday, the day of completion shall be deemed to be due on the next working day.

Explanation.— For the purpose of this rule, the expression 'public holiday' includes Saturday, Sunday and any other day declared to be a public holiday by the Central Government.

CHAPTER XI
PENALTY

38. Penalty.— (1) Whoever contravenes the provisions of sub-rule (4) or (7) of rule 4 or rule 32 shall be punishable with imprisonment for a term which may extend to three years or with fine of five lakhs rupees, which may extend to ten lakh rupees, or with both, and in the case of a continuing contravention, with additional fine which may extend to one lakh rupees for every day during which such contravention continues after conviction for the first such contravention.

(2) Whoever contravenes the provisions of rule 8, rule 9, rule 10, rule 11, rule 12, sub-rule (4) of rule 14, sub-rule (5) of rule 15, sub-rule (6) of rule 17, sub-rule (6) of rule 18, rule 19, rule 20, rule 24, rule 25 or rule 31 shall be punishable with imprisonment for a term which may extend to five years or with fine of fifty lakhs rupees, which may extend to one crore rupees, or with both, and in the case of a continuing contravention, with additional fine which may extend to five lakh rupees for every day during which such contravention continues after conviction for the first such contravention.

SCHEDULE A
[See rules 4(1), 4(4), 5, 6(17), 6(19)]

Parameters for Establishing the Existence of Mineralisation for Atomic Minerals

The terms used, pertaining to levels of exploration and the category of resources and reserves achieved through various levels of exploration have been defined in Part I of the Schedule. The parameters for establishing the existence of mineral content in an area in terms of quantity and grade have been specified in Part II, Part III, Part IV and Part V of the Schedule.

Part I Definitions

The definitions and codes used in this Part are proposed following the United Nations Framework Classification and Committee for Mineral Reserves International Reporting Standards Template and have been suitably modified to suit the needs of the country.

(a) Definition of stages of exploration:

The exploration for any mineral deposit involves four stages, namely, Reconnaissance Survey (G4), Preliminary Exploration (G3), General Exploration (G2) and Detailed Exploration (G1) and these stages of exploration lead to four resource categories, namely, Reconnaissance Mineral Resource, Inferred Mineral

Resource, Indicated Mineral Resource and Measured Mineral Resource respectively reflecting the degree of geological assurance, which are explained as follows: —

Sl. No.	Stages of Exploration	Definition with explanation
1.	**Reconnaissance Survey (Exploration) (G4)** Quantity with grade estimated mostly based on regional seabed mapping supported by limited subsurface sampling and indirect existence.	Reconnaissance Survey (G4) identifies areas of enhanced mineral potential based primarily on results of regional seabed mapping comprising bathymetric survey, limited sub-bottom profiler, shallow seismic survey, study of wide spaced surface sediment samples and limited subsurface seabed samples for sedimentological and mineralogical data through laboratory studies.
2.	**Preliminary Exploration** **(G3)** Quantity with grade estimated with low level of confidence	Preliminary Exploration involves the initial delineation of an identified mineral deposit area of previous stage of exploration (G4) by furthering the exploration to extend and identify both laterally and vertically down (third dimension) of the ore body. The methods utilised may involve: detailed bathymetric survey carried out at closer spaced survey lines, close spaced sub-bottom profiler and / or shallow seismic survey, collection of core samples at closer interval, detailed study of samples for particle size distribution and mineral content for delineation of mineral bearing sediment unit both horizontally and vertically, chemical analysis of selected bulk samples for major oxides, trace elements including deleterious elements, REE (rare earth elements).
3.	**General Exploration (G2)** Quantity with grade estimated with moderate level of confidence	General Exploration involves increasing the geological confidence level and understanding style and mode of occurrence of mineralisation. Methods used may include multibeam bathymetric survey or swath bathymetry for detailed morphology of seabed, close spaced sub-bottom profiling or shallow seismic profiling, sub-seabed sampling with deeper coring/drilling at further closer intervals (spacing may vary for each type of mineral depending upon its depositional characteristics), detailed study of samples for particle size distribution and mineral content for delineation of mineral bearing sediment unit both horizontally and vertically. Chemical analysis of selected bulk samples for major oxides, trace elements including deleterious elements, rare earth elements and selected bulk sampling for laboratory scale mineral beneficiation and estimation of mineral reserve if felt necessary. Collection of environmental parameters such as current, waves, wind, water quality, Total Suspended Solids etc. The objective is to establish the main geological features of a deposit, giving a reasonable indication of continuity along lateral and vertical (third dimension) extensions which provide an initial estimate of size, shape, structure of mineralised zone, quantity and grade of the mineral deposit.

4.	**Detailed Exploration (G1)** Quantity with grade estimated with high level of confidence	Detailed Exploration involves the detailed three-dimensional delineation of a known mineral deposit which may be achieved through various studies that may include close spaced sub-bottom profiling and / or shallow seismic profiling for detailed sub-sea morphology, close spaced sub-seabed sampling with deeper coring/drilling (spacing may vary for each type of mineral depending upon its depositional characteristics), detailed study of samples with closer subsampling for particle size distribution and mineral content for delineation of mineral bearing sediment unit both horizontally and vertically. Chemical analysis of selected bulk samples for major oxides, trace elements including deleterious elements, REE (rare earth elements), collection of environmental parameters such as current, waves, wind, water quality, Total Suspended Solids (TSS) etc. Sampling locations are closely spaced such that size, shape, structure, quantity, grade, and other relevant characteristics of the deposit are established with a high degree of confidence. Bench scale beneficiation tests involving bulk sampling may be required in certain cases to understand the recovery and any additional by products.

(b) Definition of stages of feasibility study:

Sl. No.	Category	Definition with explanation
1.	**Geological Study (F3)**	A geological study involves reporting of all the exploration activities undertaken during each stage of exploration including the assessment of the mineral resources with quantity and grade. A preliminary economic evaluation of the deposit should be done based on the gathered field data and a comparison with the similar deposits already in operation. This is achieved by applying meaningful threshold values, cut off values for grade, thickness and depth of the mineralised zone.
2.	**Pre-Feasibility Study (F2)**	Pre-Feasibility Study is the study to demonstrate the possible techno-economic and socio-environmental viability of a mineral deposit through application of various modifying factors wherein a preferred production method has been ascertained including the mineral beneficiation method, if any. The study shall also include a preliminary financial analysis based on reasonable assumptions on the applicable modifying factors and the evaluation of any other relevant factors which are sufficient to convert all or part of the resources to reserves. The study should lead to part or whole of the Mineral Resource being converted to Mineral Reserve. A Pre-Feasibility Study has a lower confidence level than a Feasibility Study (wherein the cost estimates of the project will have +30% degree of accuracy).
3.	**Feasibility Study (F1)**	Feasibility Study is a detailed comprehensive techno-economic and socio-environmental evaluation of a mineral deposit through application of various modifying factors to establish the technical feasibility, economic and financial viability of a mineral deposit. At this stage the preferred production method, beneficiation technology of the deposit has been adequately established with

		detailed assessments of the applicable modifying factors, relevant operational factors and detailed financial analysis to demonstrate that extraction is reasonably justified. It is expected that all Governmental clearances to start production operations are already in place at the time of reporting and where such clearances have not been obtained then such clearances are expected to be obtained in due course before commencement of production operation. The study may lead to part or whole of the Mineral Resource being converted to Mineral Reserve. The result of the study may reasonably serve as a basis for final decision by a proponent or financial institution to proceed with or finance the development of the project (wherein the cost estimates of the project will have +20% degree of accuracy).
4.	**Modifying Factors**	Modifying Factors are those factors which are taken into consideration while conducting a prefeasibility or feasibility study to convert mineral resources to mineral reserves. These include but are not limited to production, processing, end use, cut-off grade, threshold value, metallurgical, infrastructure, economic, marketing, transportation, storage, legal, environmental, social and Governmental factors.

(c) Definition of stages of economic viability:

Sl. No.	Category	Definition with explanation
1.	**Intrinsically Economic (E3)**	Quantities, reported in tonnes or volume with grade or quality, estimated by means of a Geological Study identified to be of intrinsic economic interest, implying that the resources identified may or may not have any immediate economic value. The economic viability of the resources is further ascertained through a prefeasibility or feasibility study by application of appropriate modifying factors. The classes defined are Measured, Indicated, Inferred and Reconnaissance Mineral Resources.
2.	**Potentially Economic (E2)**	Quantities with grade reported by means of a Pre-feasibility (F2) or Feasibility (F1) Study in order of increasing accuracy, not justifying extraction under the prevailing technological, economic, environmental, and other relevant conditions, realistically assumed at the time of the determination, but possibly so in the future. The Potentially Economic (E2) Deposits are normally classified as Pre-feasibility Mineral Resources (F2) but sometimes as Feasibility Mineral Resources (F1) which are upgraded to indicated and measured resources.
3.	**Economic (E1)**	Quantities with grade identified on the basis of a Prefeasibility or Feasibility Study in order of increasing accuracy that justify extraction under the prevailing techno-economic, socio-environmental and other relevant conditions, realistically assumed at the time of the determination. The classes defined are Proved and Probable Mineral Reserves.

(d) Definition of classes of mineral resources and reserve:

Sl. No.	Classes	Definition with explanation
1.	**Mineral Resource**	Mineral Resource is a concentration or occurrence of solid material in or on the earth's surface (seabed) for which quantities with grade or quality have been estimated based on certain geological considerations and understanding which may or may not have any immediate or near-term economic value but are assessed for their future prospective value.
2.	**Reconnaissance Mineral Resource (334)**	Reconnaissance Mineral Resources (334) are estimates of quantity and grade based on indirect existence including data and information generated through a reconnaissance survey, limited surface, and subsurface sampling data from within the exploration block or data extrapolated from nearby production or explored areas as may be required. The quantity and grade estimates have a lower level of confidence than that of inferred mineral resources.
3.	**Inferred Mineral Resource (333)**	(1) Inferred Mineral Resource is the quantity with grade associated with a mineral deposit which can be estimated with a low level of confidence. (2) This is achieved through application of appropriate exploration techniques involving widely spaced seabed coring or drilling followed by appropriate sub-sampling and analysis, detailed morphology of seabed, sensor surveys like sub-bottom profiling and/or shallow seismic survey to assume geological continuity of the mineralised body, both laterally and vertically. Certain level of extrapolation beyond the sampling points may be allowed with suitable justification depending upon the type of deposit and its mode of occurrence to understand the ore body. (3) This resource cannot be converted to mineral reserve but may be upgraded to Indicated Mineral Resources with additional information.
4.	**Indicated Mineral Resource (332)**	(1) Indicated Mineral Resource is the quantity with grade associated with a mineral deposit which can be estimated with a moderate level of confidence. (2) This is achieved through application of appropriate exploration techniques involving close spaced seabed coring or drilling than the previous stage and / or shallow drilling, detailed morphology of seabed, closed spaced sensor surveys (sub-bottom profiling and/or shallow seismic survey) having spacing wider than that required for estimation of measured resources which ensures assumption of the geological continuity of the mineralised body, both laterally and vertically. This also includes the laboratory scale beneficiation studies if required to understand the recovery and by-products, if any. (3) Indicated Mineral Resource may be wholly or partly converted to Probable Mineral Reserve through a prefeasibility study by collecting more geological data, detailed economic assessment etc.

5.	**Measured Mineral Resource (331)**	(1) Measured Mineral Resource is the quantity with grade associated with a mineral deposit which can be estimated with a very high level of geological confidence. (2) This is achieved through application of appropriate exploration techniques involving sufficiently close spaced seabed coring/ drilling, shallow drilling followed by appropriate sub-sampling and analysis to ensure geological continuity of the mineralised body both laterally and vertically. Bench scale beneficiation studies if necessary, may be taken up to confirm the percentage recoverability with additional minerals, if any recovered. (3) Measured Mineral Resource may be wholly or partly converted to Proved or Probable Mineral Reserve through a feasibility or a prefeasibility study.
6.	**Mineral Reserve**	Mineral Reserve is the economically mineable part of a Measured and/or Indicated Mineral Resource. It includes diluting materials and allowances for losses, which may occur when the material is mined or extracted. The quantity and grade of the Mineral Reserves is ascertained through suitable prefeasibility or feasibility study by application of appropriate modifying factors.
7.	**Proved Mineral Reserve (111)**	Proved Mineral Reserve is the economically mineable part of a Measured Mineral Resource. The quantity with grade is demonstrated to be economically mineable by means of a feasibility study. A Proved Mineral Reserve implies a high degree of confidence in the modifying factors.
8.	**Probable Mineral Reserve (121 and 122)**	(1) Probable Mineral Reserve is the economically mineable part of an Indicated Mineral Resource, and in some circumstances, a Measured Mineral Resource. The quantity with grade is demonstrated to be economically mineable by means of a prefeasibility study. (2) The confidence in the modifying factors applying to a Probable Mineral Reserve is lower than that applying to a Proved Mineral Reserve.
9.	**Feasibility Mineral Resource (211)**	Feasibility Mineral Resource is that part of Measured Mineral Resource which is not economically mineable and has been defined by studies at feasibility level as appropriate that extraction is presently not justified. This material is identified as being possibly economically viable subject to changes in technological, economic, and environmental or other relevant conditions.
10.	**Pre-Feasibility Mineral Resource (221 and 222)**	Pre-feasibility Mineral Resource is that part of an Indicated Mineral Resource, and in some circumstances Measured Mineral Resource, which is not economically mineable and has been defined by studies at prefeasibility level as not appropriate for extraction at present. This material is identified as being possibly economically viable subject to changes in technological, economic, and environmental and/or other relevant conditions.

Part II
Geological Parameters for exploration

1.	**Geological Survey (Seabed Mapping):** On 1:50,000 scale for Reconnaissance Survey (G4) stage; in the Territorial Waters; 1:3,00,000 scale in the Exclusive Economic Zone for Reconnaissance Survey (G4) stage beyond Territorial Waters; on 1: 50,000 or larger scale for Preliminary Exploration (G3) stage; 1: 10,000 or larger scale for General Exploration (G2) stage; on 1: 5,000 or larger scale for Detailed Exploration (G1) stage. Generally, this stage of mapping may involve bathymetry, sub-bottom profiling and /or shallow seismic profiling, seabed surface sampling at wider spacing, limited coring/ drilling of sub-seabed, water sampling, current measurement at Reconnaissance Survey at selected locations (G4) stage; intensification of all or some methods of surveys with closer spacing at Preliminary Exploration (G3) stage based on the results of (G4) stage; multibeam bathymetry / swath bathymetry, sub-bottom profiling or shallow seismic profiling at closer spacing, intensified coring or shallow drilling of seabed at much closer spacing, bulk sampling, laboratory beneficiation studies, water sampling, current studies in target areas at General Exploration (G2) stage; much closer, deeper investigation with detailed sensor studies, bench level beneficiation at Detailed Exploration (G1) stage.
2.	**Technological:** Exploration and sampling using appropriate techniques from locations on the seabed. The sampling locations are spaced suitably (in a grid pattern to the extent possible and may be modified depending on seabed morphological features) for establishing existence of mineral rich bodies and its lateral and vertical continuity. Part III of the Schedule may be referred for further details. For Reconnaissance Survey (G4) stage sampling data from seabed may be used for assessment of resources, if possible. For General (G2) and detailed (G1) stages of exploration, the depth continuity of mineralisation may be considered limited to the depth up to which direct existence of mineralisation is established. The lateral extension to be considered for resource assessment shall depend on geological considerations supplemented by geological continuity through mapping or other means and in any case shall not be more than 50% of the grid spacing of the probe points. Assessment based on selected information such as isolated samples and analysis is not recommended.
3.	**Sampling and sub-sampling:** (a) Systematically wider spaced grab sampling, limited core sampling and sub-samples from core samples for reconnaissance stage. (b) Systematic sampling from core samples spaced closely enough and limited drill cores to confirm geological and grade continuity for other stages of geological assessment. (c) Geological logging and sampling of sediment core at regular interval, preferably at 1 meter or less for the whole core. (d) The drilling operation in offshore turbulent conditions is very critical and technique to be deployed shall depend on the sea condition in general and weather conditions season wise. Core recovery depends upon the drilling equipment and stability of the floating platform. (e) The representative exploration samples, surface samples, cores shall be preserved, for future use.
4.	**Laboratory Tests:** Chemical analysis of sediment and water samples.
5.	**Sedimentological, Petrographic and Mineragraphic Studies:** to ascertain the sediment grain size, sediment types, texture and minerals present and their assemblages.
6.	**Bulk Density Study:** The bulk density, porosity, shear strength, liquidity, compaction etc., must be measured by standard methods for geotechnical properties and slope stability for selected samples.
7.	**Bulk Sampling for Beneficiation Studies:** Bulk sampling if necessary for testing processing technology.

8.	**Marine Environmental Setting:** Current, wave, noise levels, deleterious elements if any present in the surface and sub-surface sediments, details about sea water quality, suspended solids, Total Dissolved Solids (TDS), salinity, temperature, Dissolved Oxygen (DO), Biological Oxygen Demand (BOD), Marine Biota etc. and any other data as may be required by the Ministry of Environment, Forest and Climate Change for environmental impact assessment studies may be taken up at G2 Stage of investigation.
9.	**Any other data that may be relevant including** geotechnical and slope stability studies.

Part III

Exploration norms for different types of deposits and Minerals

Type of deposit and Principal Minerals

I. Beach Sand Minerals (seabed sediments with quantities of economic heavy minerals like ilmenite, magnetite, sillimanite, garnet, monazite, zircon, rutile, leucoxene, and other similar economically mineable heavy minerals that occur on the continental shelf as blanket deposit) .

G4 Stage	G3 Stage	G2 Stage	G1 Stage
(a) Bathymetric map in 1:50,000 scale prepared with single beam echo sounder or spot depth measurement at appropriate intervals and tie lines. (b) One or more shallow seismic profiles or sub bottom profiler across the block indicating the disposition of subsurface sedimentary units or rocks, presented in a horizontal scale of 1:50,000 and vertical scale of 1:10,000 scale. (c) Seabed sampling using grab or any other device at 5km x 5 km grid spacing. (d) Sedimentological or petrological and mineralogical analysis of the sample to identify various mineral constituents their size range and content (weight. percentage in bulk sample), nature of occurrence etc. (e) Chemical analysis of the bulk sediments or rock for major oxides and trace elements or Rare Earth Elements (REE) to determine whether the sediment is falling in this category. (f) Synthesis of all available data to identify various minerals in the survey areas and their prospective locations for further exploration. (g) The activities as above	Bathymetric map in 1:50,000 scale prepared with single beam echo sounder measurement at 500 m or lesser intervals and tie lines at appropriate intervals. Shallow seismic profiles or sub bottom profiler across the block indicating the disposition of subsurface sedimentary units or rocks at 2 km interval, presented in a horizontal scale of 1:50,000 and vertical scale of 1:10,000 scale. Seabed sampling using suitable corer or any other device at 2km X 2 km grid spacing extending to a depth upto at least 4 mts or till the depth of mineralisation whichever is less. Core samples are to be subdivided into 1m interval from top. Sedimentological/ petrological and mineralogical analysis of the sediment or rock to identify various mineral constituents their size range and content (weight percentage in bulk sample), nature of occurrence etc. Chemical analysis of the bulk sediments or rock for major oxides and trace elements or Rare Earth Elements (REE) to determine whether the sediment is falling in this category. Synthesis of all available	Multibeam bathymetric survey with seamless coverage having 50% side overlap between adjacent lines. Multibeam Bathymetric map in 1:5,000 scale, Images with MBES (Multi Beam Eco Sounder) backscatter data also to be submitted. Shallow seismic profiles or sub bottom profiler across the block indicating the disposition of subsurface sedimentary units or rocks at 1 km interval, presented in a horizontal scale of 1:5,000 and vertical scale of 1:1,000 scale. Seabed sediment or rock sampling using suitable corer or any other device at 1,000 m X 1,000 m grid spacing extending to a depth upto at least 6 mts or till the depth of mineralisation whichever is less. Core samples are to be subdivided into 1 m interval from top. Sedimentological or petrological and mineralogical analysis of the sediment or rock to identify various mineral constituents their size range, sediment type and content (weight percentage in bulk sample), nature of occurrence etc. Chemical analysis of the	Multibeam bathymetric survey with seamless coverage having 50% side overlap between adjacent lines. Multibeam Bathymetric map in 1:2,500 scale. Images with MBES backscatter data also to be submitted. Shallow seismic profiles or sub bottom profiler across the block indicating the disposition of subsurface sedimentary units or rocks at 500 m interval, presented in a horizontal scale of 1:2,500 and vertical scale of 1:500 scale. Seabed sediment or rock sampling using suitable corer or any other device at 500m X 500 m grid spacing extending to a depth upto at least 6 mts or till the depth of mineralisation whichever is less. Core samples are to be subdivided in to 1 m interval from top. Sedimentological or petrological and mineralogical analysis of the sediment or rock to identify various mineral constituents their size range, sediment type and content (weight percentage in bulk sample), nature of occurrence etc. Chemical analysis of the bulk sediments or rock and constituent minerals of

or less than that required for Preliminary Exploration (G3) stage.	data to interpret the nature and quantity or grade of the minerals present in the survey area. The activities as above or less than that required for General Exploration (G2) stage.	bulk sediments or rock and constituent minerals of economic importance for evaluating the composition of the mineral and its economic worth. Laboratory scale beneficiation studies of sediments or rock for assessing the content of mineral or metal of interest. Synthesis of all available data to identify various minerals in the survey areas and their prospective locations for further exploration. The activities as above or less than required for Detailed Exploration (G1) stage. Analysis of samples, exploratory production and preliminary environmental impact assessment studies.	economic importance for evaluating the composition of the mineral and its economic worth. Laboratory scale beneficiation studies of sediments or rock for assessing the content of mineral/metal of interest. Synthesis of all available data to interpret the nature and quantity or grade of the minerals present.

Part IV
Reporting of Mineral Resources

Standard Template for a Geological Study Report which shall also form a part of the Pre-Feasibility or Feasibility Report

1. A Geological Study Report for estimation and reporting of Mineral Resources integrating all data of exploration, sampling and testing generated through marine geophysical, geochemical, geological surveys, marine environment and technological study shall be undertaken for every stage of exploration i.e., from G4 to G1 for assessing the resources.

2. Mineral resource assessment is normally a collective effort involving a multidisciplinary approach. It is expected that individuals or subject matter experts involved in each part of the report preparation are given due credit for that part with proper acknowledgement in the report and also, they are willing to take due responsibility regarding the accuracy and authenticity of that part. However, the final responsibility of the report shall lie with the lead expert or a group of experts who, after proper due diligence of all the parts of the report have arrived at the final estimation of the resources and reserves and are convinced about the methodology and processes followed in arriving at the resource estimates. These experts taking the final responsibility for the report shall be referred to as the qualified persons and shall certify the report by signing off the report with their credentials.

Sl. No.		Criteria with parameters of reporting
1.		**Executive Summary**
	(i)	The executive summary shall include details about the location of the mineral deposit, purpose of the mineral investigation and the stage of the exploration, brief geology, mineralisation, exploration plan with spacing of the sample points, depth of exploration and whether the mineralisation extends beyond the depth of direct existence. Outcome of the exploration studies including the quantity of resources identified with grade and quality under various classes.
	(ii)	The summary shall also include observation on the issues regarding the future plan or strategy for the deposit including amenability for production of the deposit based on present technological, environmental, social and market conditions.

2.	(i)	**Details of the Qualified Person(s) or Exploration Agency** (To be provided separately for all the qualified persons signing off the report) (a) Name: (b) Address: (c) Contact mobile No: (d) E-mail id: (e) Qualification: (f) Experience: (g) Affiliation to any organisation/ company, if yes, specify the name of the organisation or company:
	(ii)	Details of qualification and experience of persons associated with various aspects of exploration assessment of resources and reserves
3.		**Title and ownership**
	(i)	Name of the holder of operating right:
	(ii)	Address:
	(iii)	Telephone No:
	(iv)	E-mail id:
	(v)	Details of period of operating right, if any:
	(vi)	In case of a license or lease:
		(a) Date of grant: (b) Date of execution: (c) Period of license or lease: (d) Date of completion:
4.		**Details of the area under study**
	(i)	Coast or Sea
	(ii)	Offshore Region
	(iii)	Nearest Coastal Location
	(iv)	Area in sq. km
	(v)	Water depth (m)
	(vi)	Nearest Harbour or Port
	(vii)	Nearest Major Rail Head on land
	(viii)	Nearest Airport
	(ix)	Name of the nearby village(s) or NHO (Naval Hydrographic Office) Chart No. of the area, Differential Global Positioning System (DGPS) coordinates of all corner points of the area and sampling points in latitude and longitude (Degree Minutes Second) format WGS-84 Datum
	(x)	Mineral(s) under investigation or granted under license or lease applied for
5.		**Seabed Morphology, Connectivity and Demographic Data** *(Data to be furnished from the area and nearby coast)*

	(i)	Relief of the area or seabed with minimum and maximum water depths
	(ii)	Biotope map of the seabed showing critical marine habitats such as corals, seagrasses etc., if any.
	(iii)	Commercial fishing grounds in the area, if any
	(iv)	Flora and Fauna within in the coastal tract and area
	(v)	Water bodies such as river, nala, stream, etc., joining the sea nearby
	(vi)	Climatic conditions of adjacent coastal area: (a) Temperature (annual) min___max___ Avg___ (b) Rainfall (annual) min___max___ Avg___ (c) Humidity (annual) min___max___ Avg___
	(vii)	Any other physiographic, social and environmental factor having potential to affect the viability of the project and assessment of resources and reserves
6.		**Infrastructure**
		Local infrastructure with roads, railways, port facilities, fisheries, harbour, electricity, water etc. nearby from the area. Details of nearby industries in the area which may use the mineral commodity likely to be mined.
7.		**Geology**
	(i)	Brief regional geomorphology or seabed morphology of the area outlining the broad geological and structural framework.
	(ii)	A discussion on the type of deposit based on the style of mineralisation and minerals under investigation. Suggested exploration or production plan with spacing of the sampling points and depth of exploration commensurate with the stage of exploration.
8.		**Previous Exploration**
	(i)	Name and address of holder of operating right involved in the exploration of the area with year and period of exploration (if more than one agency is involved details to be given separately for each agency)
	(ii)	Brief details of the exploration carried out (to be given separately for each agency).
	(iii)	Reserves or resources estimated, if any, during the previous exploration campaign with quantity and grade under various categories
9.		**Marine geophysical or geochemical data**
		Details of marine geophysical and geochemical survey taken up and their results.
10.		**Exploration undertaken till now**
	(i)	Details of sample points (surface and sub-surface) along with geographical co-ordinates.
	(ii)	**Data spacing for reporting of exploration results:** Whether the data spacing, and distribution is sufficient to establish the degree of geological and grade continuity appropriate for the mineral resource estimation procedure(s) and classifications applied.
11.		**Location of data point**
		Accuracy and quality of surveys used to determine the coordinates of sample points, bathymetric surveys and geophysical surveys used in mineral resource estimation.
12.		**Sampling Technique**

		Nature and quality of sampling (grab, core or drill core and water sampling) and measures taken to ensure sample representation.
13.		**Coring Technique and core sampling employed**
	(i)	Corer type [eg. core, gravity corer (gravity core), vibrocorer (vibrocore), piston corer (piston core), box corer (box core), spade corer (spade core) etc.] and details (eg. core diameter, core length).
	(ii)	Logging - Whether core have been logged to a level of detail to support appropriate Mineral Resource estimation, mining studies and metallurgical studies.
14.		**Sub-sampling techniques and sample preparation**
	(i)	(a) If core, whether cut or sawn and whether quarter, half or all cores taken and whether sampled wet or dry. (b) For all sample types, the nature, quality and appropriateness of the sample preparation technique.
	(ii)	Quality control procedures adopted for all sub-sampling stages to maximise representation of samples.
	(iii)	Measures taken to ensure that the sampling is representative of the in-situ material collected.
	(iv)	Whether sample sizes are appropriate to the grain size of the material being sampled.
15.		**Mineralogical Analysis, Petrological Studies and Sedimentological Analysis**
		(a) Method of study of Mineralogy. (b) Nature of quality control procedures adopted (eg. standards, blanks, duplicates, external laboratory checks) and whether acceptable levels of accuracy (i.e. lack of bias) and precision have been established. (c) Security and chain of control of samples should be clearly mentioned.
16.		**Beneficiation studies as may be required**
		Details of beneficiation studies carried out at laboratory scale of bench scale involving bulk sampling tests to understand and suggest technological factors for optimum recovery of explored mineral commodity, any additional by-products or co-products that may be available in the sediment also be discussed. The detailed flow sheet with yield recovery factors to be discussed
17.		**Resource estimation techniques**
	(i)	Discussion on sufficient data density to assure continuity of mineralisation and synthesis of adequate data base for estimation procedure used.
	(ii)	Discussion on the baseline marine ecology, biotope map, potential impacts of production on marine life and mitigation measures.
	(iii)	Whether previous exploration data has been used and integrated with the current exploration data for assessment of the updated resources.
	(iv)	The nature and appropriateness of the estimation technique(s) applied and key assumptions, including treatment of extreme grade values, domaining, interpolation parameters, maximum distance of extrapolation from data points.
	(v)	The basis for the classification of the Mineral Resources into varying confidence classes.
	(vi)	The assumptions made regarding recovery of by-products.
	(vii)	Detailed description of the method used and the assumptions made to estimate tonnages and grades (section, polygon, inverse distance, geostatistical, or other method).
	(viii)	Description of how the geological interpretation was used to control the resource estimates.

	(ix)	Discussion of any computer software was used for estimation of resources then name of the software with the version and method chosen, description of programmes and parameters used.
	(x)	Geostatistical methods are extremely varied and should be described in detail. The method chosen should be justified. The geostatistical parameters, including the variogram, and their compatibility with the geological interpretation should be discussed. Experience gained in applying geo-statistics to similar deposits should be taken into account.
	(xi)	Data verification or validation procedures used, including peer review report.
18.		**Reporting of resources**
		Basis of reporting of resources into various classes. The criteria and methods used for the classification to be specified. The quantities with grades, for each class are to be specified. The average grade under each class is to be specified. Grade wise classification should also be reported under suitable cases. In the case of metallic deposits such as gold, precious metals and base metals the metal content is to be specified and resources should be estimated at various cut off grades. Factor, if any, applied to take care of the confidence level from the actual estimates should also be specified. The inferred, indicated and measured resources should be highlighted in a table.
19.		**Summary and recommendations**
	(i)	(a) A discussion on the outcome of the exploration work detailing the nature of the deposit, the dimension of the deposit, general structural trend, depth of occurrence and depth up to which exploration has been done, possibility of continuity of mineralisation beyond the depth of exploration and future exploration requirements, if any. (b) The resources estimated under various classes with grade. (c) The possibility of economic extraction based on present technological, environmental, social and market conditions. (d) Hindrances, if any, anticipated in the economic extraction of the deposit.
	(ii)	Discussion on the suggested future plan or strategy for the deposit for further exploration and production.
20.		**Plates and maps**
	(i)	Location plan of the area showing bathymetry of the area nearby the project site based on legacy data.
	(ii)	Seabed morphology of the adjoining area from the available legacy data.
	(iii)	Surface sedimentological map, bathymetric map, on appropriate scale showing reliable with Differential Global Positioning System - global coordinates of the location of surface and core samples. If the area or part of it has been covered under exploration earlier, then the same with the location details should be shown in a map in appropriate scale.
	(iv)	Cross sections at suitable intervals showing vertical projections of litho-units and mineralisation.
	(v)	Biotope map of the project area seabed.
21.		**Annexures or enclosures to the Report**
	(i)	The report shall include all relevant data including maps, sections, logs, analysis reports, photographs etc., in support of the estimates made.
	(ii)	In case of a composite license, all relevant orders of grant, execution of license, shall also form part of the report.
22.		Any other information as may be available or required by any authority as specified.

Part V

CONTENTS OF PRE-FEASIBILITY AND FEASIBILITY REPORT

Criteria for Prefeasibility or Feasibility Report for Estimation and Reporting of Mineral Reserves (the criteria listed in the geological study report shall also constitute an integral part of this template).

Sl. No.	Contents	Explanation
1.	Mineral Resource estimate for conversion to Mineral Reserve	Description of Mineral Resource estimate used as a basis for the conversion to a Mineral reserve. Clear statement as to whether the Mineral Resources are reported additional to or inclusive of the Mineral Reserves. The type and level of study undertaken to enable Mineral Resources to be converted to Mineral Reserves i.e. Prefeasibility/ Feasibility level.
2.	Cut-off grade or quality parameters	The basis of the adopted cut-off grade(s) or quality parameters applied, including the basis, if appropriate, of equivalent metal formulae and the threshold values specified.
3.	Production factors or assumptions.	The method and assumptions used to convert the Mineral Resource to a Mineral Reserve (i.e. either by application of appropriate factors by optimisation or by preliminary or detailed design supported with Conceptual plan for production). The choice of the nature and the appropriateness of the selected production method(s), the size of the selected production unit (length, width, height) and other production parameters including associated design issues such as pre-strip, access, etc. The assumptions made regarding geotechnical parameters (eg. slope stability, etc.), grade control and pre-production dredging. The major assumptions made and Mineral Resource model used for seabed exploration, dredging (if appropriate). The production dilution factors, production recovery factors, and minimum production widths used. The infrastructure requirements of the selected production methods. Where available, the historic reliability of the performance parameters.
4.	Metallurgical factors or assumptions	The metallurgical process proposed and the appropriateness of that process to the type of deposit. The nature, amount and representativeness of metallurgical test work undertaken and the metallurgical recovery factors applied. Any assumptions or allowances made for deleterious elements. The existence of any bulk sample or pilot scale test work and the degree to which such samples are representative of the ore body as a whole. The tonnages and grades reported for Mineral Reserves should state clearly whether these are in respect of material to the plant or after recovery. Comment on existing plant and equipment, including an indication of replacement and salvage value.

5.	Cost and revenue factors	The derivation of, or assumptions made, regarding projected capital and operating costs. The assumptions made regarding revenue including head grade, metal or commodity price(s) exchange rates, transportation and treatment charges, penalties, etc. The allowances made for royalties payable. Basic cash flow inputs for a stated period. Yearly planned production, Net Present Value (NPV) and Internal Rate of Return (IRR) of the deposit, intrinsic value of the deposit based on annual projected production.
6.	Market assessment	The demand, supply and stock situation for the particular commodity, consumption trends and factors likely to affect supply and demand into the future. A customer and competitor analysis along with the identification of likely market windows for the product. Price and volume forecasts and the basis for these forecasts. For industrial minerals the customer specification, testing and acceptance requirements prior to a supply contract.
7.	Other modifying factors	The effect, if any, of natural risk, infrastructure, environmental, legal, marketing, social or governmental factors on the likely viability of a project and/or on the estimation and classification of the Mineral Reserves. The status of titles and approvals critical to the viability of the project, such as production leases, discharge permits, Government and statutory approvals. Environmental descriptions of anticipated liabilities. Location plans of mineral rights and titles.
8.	Classification.	The basis for the classification of the Mineral Reserves into varying confidence categories. Finalisation of estimates of grade wise mineable quantities in contemplation with proposed preliminary mine design/conceptual plan subject to all necessary approvals/contracts have been confirmed or there are reasonable expectations that all such approvals or contracts will be obtained within a reasonable timeframe and with certification that Economic viability is not affected by short-term adverse market conditions provided that longer-term forecasts remain positive.
9.	Mineral Beneficiation and Environmental Protection	Brief methodology for carrying out production, beneficiation and waste disposal. Brief on measures to be adopted for environmental protection during production, beneficiation and waste disposal. Brief description on baseline marine environmental condition including marine flora and fauna, potential impacts of production and suggested mitigation measures. Details of availability of technical personnel for all operations.
10.	Certificate from the qualified Person	Name, date and signature

SCHEDULE B

[See rule 11(1)(a), 11(1)(b)]

MAXIMUM QUANTITIES OF ORES AND MINERALS REMOVABLE FROM LICENCE AREA

Class	Mineral	Quantities that can be carried away without any payment	Maximum quantity that can be carried away by payment of royalty
(1)	(2)	(3)	(4)
Class I	Beach Sand Minerals	5 tonnes	200 tonnes
Class II	All other minerals not specified above	5 tonnes	200 tonnes

FORM A

FORMAT OF PERFORMANCE SECURITY FOR COMPOSITE LICENCE

[See rule 6(9)(b)]

[Reference number of the bank] **[Date]**

To

The President of India

[address]

WHEREAS

A. [Name], having office at [address of the Government] OR a [government company incorporated in India under the Companies Act, 2013 (18 of 2013) with corporate identity number [CIN of the Applicant] or a corporation duly incorporated in India under [insert statute/regulations of incorporation], whose registered office is at [address of registered office], India and principal place of business is at [address of principal place of business, if different from registered office] (the "**Applicant**") is required to provide an unconditional and irrevocable bank guarantee for an amount equal to INR [figures] (Indian Rupees [words]) as a performance security valid until [date of expiry of performance bank guarantee] ("Expiry Date").

B. The Performance Security is required to be provided to the President of India, represented by the administering authority, the **Central Government** for discharge of certain obligations under the [reference to the principal documents, i.e., Exploration Licence Deed of Composite Licence] dated, [date] with respect to [particulars of composite licence] (collectively the "**Agreement**").

C. We, [name of the bank] (the **Bank**) at the request of the Applicant do hereby undertake to pay to the Central Government an amount not exceeding INR [figures] (Indian Rupees [words]) ("**Guarantee Amount**") to secure the obligations of the Applicant under the Agreement on demand from the Central Government on the terms and conditions contained herein.

NOW THEREFORE, the Bank hereby issues in favour of the Central Government this irrevocable and unconditional payment bank guarantee ("the **Guarantee"**) on behalf of the Applicant in the Guarantee Amount:

1. The Bank for the purpose hereof unconditionally and irrevocably undertakes to pay to the Central Government without any demur, reservation, caveat, protest or recourse, immediately on receipt of first written demand from the Central Government, a sum or sums (by way of one or more claims) not exceeding the Guarantee Amount in the aggregate without the Central Government needing to prove or to show to the Bank grounds or reasons for such demand for the sum specified therein and notwithstanding any dispute or difference between the Central Government and Applicant on any matter whatsoever. The Bank undertakes to pay to the Central Government any money so demanded notwithstanding any dispute or disputes raised by the Applicant in any suit or proceeding pending before any court or tribunal relating thereto the Bank's liability under this present being absolute and unequivocal.

2. The Bank acknowledges that any such demand by the Central Government of the amounts payable by the Bank to the Central Government shall be final, binding and conclusive evidence in respect of the amounts payable by Applicant to the Central Government under the Agreement.

3. The Bank hereby waives the necessity for the Central Government from demanding the aforesaid amount or any part thereof from the Applicant and also waives any right that the Bank may have of first requiring the Central Government to pursue its legal remedies against the Applicant, before presenting any written demand to the Bank for payment under this Guarantee.

4. The Bank further unconditionally agrees with the Central Government that the Central Government shall be at liberty, without the Bank's consent and without affecting in any manner the Bank's obligation under this Guarantee, to —

(i) modify the terms and conditions of the Agreement;

(ii) postpone the time for performance of the obligations of the Applicant under the Agreement, or

(iii) forbear or enforce any of the rights exercisable by the Central Government against the Applicant under the terms and conditions of the Agreement,

and the Bank shall not be relieved from its liability by reason of any such act or omission on the part of the Central Government or any indulgence by the Central Government to the Applicant or other thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of relieving the Bank of its obligations under this Guarantee.

5. Any payment made hereunder shall be made free and clear of and without deduction for, or on account of, any present or future taxes, levies, imposts, duties, charges, fees, commissions, deductions or withholdings of any nature whatsoever.

6. The Bank agrees that Central Government at its option shall be entitled to enforce this Guarantee against the Bank, as a principal debtor in the first instance without proceeding at the first instance against the Applicant.

7. The Bank further agrees that the guarantee herein contained shall remain in full force and effect during the period that is specified in the Agreement and that it shall continue to be enforceable till all the obligations of the Applicant under or by virtue of the said Agreement with respect to the Performance Security have been fully paid and its claims satisfied or discharged to the satisfaction of the Central Government or till the Central Government certifies that the terms and conditions of the Agreement with respect to the Performance Security have been fully and properly carried out by the Applicant and accordingly discharges this guarantee. Notwithstanding anything contained herein, unless a demand or claim under this guarantee is made on the Bank in writing on or before the Expiry Date the Bank shall be discharged from all liability under this guarantee thereafter.

8. The payment so made by the Bank under this Guarantee shall be a valid discharge of Bank's liability for payment thereunder and no person shall have any claim against the Bank for making such payment.

9. This Guarantee is subject to the laws of India. Any suit, action, or other proceedings arising out of this Guarantee or the subject matter hereof shall be subject to the exclusive jurisdiction of courts at the New Delhi, India.

10. The Bank represents that it has the authority and power to issue this Guarantee in favour of the Central Government. This guarantee will not be discharged due to the change in the constitution of the Bank.

11. The Bank undertakes not to revoke this Guarantee during its currency except with the prior consent of the Central Government in writing.

12. The Central Government may, with prior intimation to the Bank, assign the right under this Guarantee to any other departments, ministries or any governmental agencies, which may act in the name of the President. Save as provided in this clause, this Guarantee shall not by assignable or transferable.

13. Notwithstanding anything contained herein,—

(a) the liability of the bank under this bank guarantee shall not exceed the guarantee amount.

(b) This bank guarantee shall be valid up to the expiry date.

14. The Bank is liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if the Central Government serves upon the Bank a written claim or demand on or before the expiry date.

Dated the [day] day of [month] [year].

In witness whereof the Bank, through its authorised officer, has set its hand and stamp.

(Signature)

_____

(Name and Designation)

(Bank Stamp)

FORM B
FORMAT OF EXPLORATION LICENCE DEED

[See rule 6 (12) (a)]

This deed for grant of a composite licence (Licence) is made by and between the following:

PARTIES

A. The President of India, acting through the administering authority (**the Central Government**).

AND

B. [Name of the Licensee], having office at [address of the Government] OR a [government company] incorporated in India under the Companies Act, 2013 (18 of 2013) with corporate identity number [CIN] or a corporation duly incorporated in India under [insert statute/regulations of incorporation], whose registered office is at [address of registered office], India and principal place of business is at [address of principal place of business, if different from registered office] (the **Licensee**).

BACKGROUND:

C. The licensee has completed the requirements under the Offshore Areas Mineral (Development and Regulation) Act, 2002 (17 of 2003) (**the Act**) and the rules made thereunder and has become eligible for grant of a composite licence.

D. Accordingly, the Central Government is now executing this deed for grant of a Licence to the Licensee in consideration of the fee, royalties, covenants and agreements hereinafter reserved and contained on the part of the Licensee to be paid, observed and performed.

1. **DEFINITIONS**

The expressions used in this Licence shall have the same meaning as ascribed to them under the Act and the rules made thereunder.

2. **GRANT OF LICENCE**

2.1. The Central Government (acting through the administering authority) hereby grants the Licence to the Licensee over an area described in Schedule I (**Licence Area**) for a period of three years commencing from the date on which this duly executed exploration licence deed of composite licence is registered with respect to the following mineral(s), [name of the minerals] (**Minerals**) for conducting exploration operations.

2.2. The Licence shall be with respect to all deposits of the Minerals situated, lying or being in or under the Licence Area.

2.3. Subject to the Licensee paying the royalties and making other payments required to be paid and observing and performing all the covenants and agreements herein contained and on the part of the

Licensee to be observed and performed shall and may quietly hold and enjoy the rights and premises of the Licence Area for and during the term hereby granted without any unlawful interruption from or by the Central Government, or any person rightfully claiming under it.

3. **RIGHTS AND OBLIGATIONS**

3.1. The rights and obligations of the Central Government and the Licensee shall be as specified in the Act and the rules made thereunder, including without limitation to the Offshore Areas Atomic Mineral Operating Right Rules, 2025 and the Offshore Mineral Development and Production Agreement dated [date].

3.2. Without prejudice to the generality of the foregoing,—

(a) the Licensee shall,—

(i) at all times comply with the provisions of the Act, the rules made thereunder and all other applicable law for the time being in force, including the Atomic Energy Act, 1962 (33 of 1962);

(ii) make prompt payment of royalty and any charges or other payment required to be made by the Licensee;

(iii) pay compensation in accordance with the law for the time being in force for the damage, injury, or disturbance which may be done by the Licensee and to indemnify and keep indemnified the Central Government, administering authority and Department against all claims which may be made by any person or persons in respect of any such damage, injury or disturbance and all costs and expenses in connection therewith;

(iv) take all necessary steps and measures, for enabling the natural rehabilitation of the seabed affected by exploration operations, including any measures as may be specified by the Central Government;

(v) without delay forward to the Directorate General of Shipping, Director General, Indian Coast Guard, Directorate General of Mine Safety, administering authority and any other Government authority, a report of any accident causing death or serious bodily injury *or* serious injury to property or seriously affecting or endangering life or property which may occur in the course of the operations under this Licence;

(vi) weigh or measure, or cause to be weighed or measured, all minerals won from the Licence Area, with seven days prior notice in writing being given to the administering authority and authorised officer of the Directorate for every such weighing or measuring in order that he or some person on his behalf may be present thereat;

(vii) pay stamp duty and registration charges as may be applicable in respect of this deed

(viii) during the term of the Licence, enter upon the Licence Area and carry out exploration operations for minerals specified in this deed, in accordance with the provisions of the Act and the rules made thereunder;

(ix) work and carry on the exploration operations in a proper, skillful and workman-like manner

(x) comply with the provisions of the Act and the rules made thereunder including rules made under section 19A of the Act and directions issued under section 21 of the Act;

(xi) submit the following reports, namely:—

(a) a quarterly report of the work done by the Licensee stating the number of persons engaged and disclosing in full the geological, geophysical, or other data collected during the period. The report shall be submitted within a period of thirty days after the close of the quarter to which it relates;

(b) an annual report, containing the full details of the work done by the Licensee and disclose all information acquired by the Licensee in the course of the operations carried on under this Licence regarding the geology and mineral resources of the area covered by the Licence. The report shall be submitted within a period of sixty days after the close of the year to which it relates, to the Directorate, Geological Survey of India, administering authority and such other authority as may be specified:

Provided that, subject to provisions of the Act and the rules made thereunder, the Licensee may specify that the whole or any part of

reports and data furnished pursuant to clause 3.2 (a) (xi) above shall be kept confidential, and the concerned authorities shall thereupon, keep such portions of the submitted reports and data as confidential as may be deemed fit:

Provided further that the Central Government may freely use such confidential reports and data for its own purposes:

Provided also that if the Licensee fails to apply for a production lease within the time period stipulated in sub-rule (7) of rule 7 of the Offshore Areas Atomic Minerals Operating Right Rules, 2025, or if an application for production lease preferred by the Licensee is rejected by the Central Government or the administering authority, or upon termination or expiration of the Licence or abandonment of exploration operations or surrender of excess area in accordance sub-rule (19) of rule 6 of Offshore Areas Atomic Minerals Operating Right Rules, 2025, whichever is earlier, all reports and data submitted by the said Licensee shall become the sole property of the Central Government;

(xii) submit to the Central Government, at any time before the performance security is returned to it or transferred to any other account, or within a period of three months after the termination or expiration of the Licence, or abandonment of the exploration operations, or surrender of excess area in accordance with sub-rule (19) of rule 6 of Offshore Areas Atomic Minerals Operating Right Rules, 2025 whichever is earlier, a full report of the work done by the Licensee, and disclose all information acquired by the Licensee in the course of the exploration operations carried on under this Licence regarding the geology and mineral resources of the Licence Area:

Provided that, subject to provisions of the Act and the rules made thereunder, the Licensee may specify that the whole or any part of reports and data furnished pursuant to clause 3.2 (a) (xii) above shall be kept confidential, and the concerned authorities shall thereupon, keep such portions of the submitted reports and data as confidential as may be deemed fit:

Provided further that the Central Government may freely use such confidential reports and data for its own purposes:

Provided also that if the Licensee fails to apply for a production lease within the time period stipulated in sub-rule (7) of rule 7 of Offshore Areas Atomic Minerals Operating Right Rules, 2025, or if an application for production lease preferred by the Licensee is rejected by the Central Government or the administering authority, or upon termination or expiration of the Licence or abandonment of exploration operations or surrender of excess area in accordance sub-rule (19) of rule 6, of the Offshore Areas Atomic Minerals Operating Right Rules, 2025 whichever is earlier, all reports and data submitted by the said Licensee shall become the sole property of the Central Government;

(xiii) ensure that the equipments or vessels deployed for the purpose are so placed, marked, buoyed and lighted as not to constitute danger to shipping;

(xiv) ensure that no interference is caused to any right of way in any recognised sea lanes for the purposes of navigation, or for any other purpose as may be authorised by the Central Government;

(xv) take appropriate steps and measures as specified by the Central Government to ensure systematic disposal of solid or liquid waste,

including hazardous waste, arising out of exploration operations within the licence area;

(xvi) take measures, as specified by the Central Government, pertaining to prevention and control of pollution and conservation of marine ecosystem in protected areas including marine national parks, marine sanctuaries or any other area, as may be specified by the Central Government;

(xvii) not carry on or allow to be carried on, any production operations at any point within a distance of five hundred metres from any telecommunication cables, offshore wind turbine generators, offshore power sub-stations, oil platform or pipelines, underwater archaeological sites, defence installations or any port area, except under and in accordance with the prior approval of the competent authority, and any officer authorised by the administering authority or the Central Government in this behalf and the said distance of five hundred metres shall be measured from the outer edge of the relevant vessel, structure or installation, as applicable;

(b) the Central Government shall—

(i) have the right, at all times to enter into and upon and to grant or demise to any person or persons whomsoever, liberty to enter into and upon the Licence Area for all or any purposes other than those for which sole rights and Licence are hereby expressly conferred upon the Licensee, including without limitation, to deploy on, over or through the Licence Area such vessels, equipments, platforms, pipelines, telecommunication cables and other such implements as shall be considered necessary or expedient for any purposes, and to obtain from and out of the Licence Area such stone, earth or other materials as may be necessary or requisite for deploying, repairing or maintaining such vessels, equipments, platforms, pipelines, telecommunication cables and other such implements, to pass and repass at all times over such area for all purposes and as occasion shall require;

(ii) have the right to appropriate any performance security provided by the Licensee in accordance with terms of such performance security and require the Licensee to replenish the performance security. In case the performance security has been provided through a security deposit after termination of the Licence and fulfilment of all obligations of the Licensee, such security deposit shall be returned to the Licensee after appropriate deductions. It is clarified that the security deposit shall not carry any interest;

(iii) have the right to carry out or perform any work or matters which in accordance with the covenants in that behalf are to be carried out or performed by the Licensee, but have not been so carried out or performed within the time specified in that behalf, and the Licensee shall pay the Central Government on demand all expenses which shall be incurred in carrying out or performance of the same.

(iv) have power to authorise any other licensee or lessee or person on its behalf to enter into and upon the Licence Area and (i) to search for, dig, raise and carry away petroleum and natural gas; (ii) lay upon or maintain, repair or replace offshore wind turbine generators, offshore power substations; (iii) for these purposes or any other purpose as may be authorised by the Central Government or the administering authority, as the case may be, to sink, drive, erect, construct, maintain, and use such plant, installations, pipeline, cables, waterways, engines, machineries and conveniences as may be deemed necessary:

Provided that in the exercise of such power no substantial hindrance or interference shall be caused to the rights of the Licensee under these presents and that fair compensation as may be mutually agreed upon or in the event of disagreement as may be decided by the administering authority shall be paid,—

(i) by such licensee or lessee or such other person to the Licensee for any loss or damage sustained by the Licensee by reason of the exercise of this power by the Central Government, as the case may be;

(ii) to such licensee or lessee or such other person by the Licensee for any loss or damage sustained by such licensee or lessee or such other person by reason of the exercise of this power by the Central Government, as the case may be; and

(v) have the power to grant and demise to any other licensee or lessee or operator duly authorised by the Government authority the power to enter into and upon the said areas and to lay pipelines or install pumping station for the purposes of extracting petroleum or natural gas by such licensee or lessee or operator duly authorised by the Government authority and the Licensee shall use its best efforts to avoid obstructions to or interference with any petroleum operations or any operations pertaining to offshore wind power projects or such other operations being carried out or proposed to be carried out by an operator, duly authorised by the Government authority within the Licence Area

3.3. If the Central Government is desirous of exercising its right of pre-emption with respect to any mineral, the Central Government shall pay the average sale price of such minerals as published by the Directorate prevailing at the time of pre-emption.

3.4. In the event of the existence of a state of war or emergency (of which existence the President of India shall be the sole judge and a notification to this effect in the Gazette of India shall be conclusive proof) the Central Government shall at all times during the said term have the right (to be exercised by a notice in writing to the Licensee or Licensees) to forthwith take possession and control of the vessels, installations, platforms, pipelines, plants, machineries, equipments and premises of the Licensee on or in connection with the Licence Area or the operations under this Licence and during such possession or control, the Licensee shall conform to and obey all directions given by or on behalf of the Central Government regarding the use of employment of such vessels, installations, platforms, pipelines, plants, machineries, equipments, premises and minerals, provided that fair compensation, which shall be determined in default of agreement by the Central Government shall be paid to the Licensee for all loss or damage sustained by Licensee by reason or in consequence of the exercises of the powers conferred by this clause and provided also that the exercise of such power shall not terminate the said term hereby granted or affect the terms and provisions of this clause.

3.5. Every notice required to be given to the Licensee shall be given in writing to such person as may be nominated by the Licensee and such nomination shall be informed to the administering authority in writing. If no such nomination is made then the notice shall be sent to the Licensee by registered post or speed post or e-mail, addressed to the Licensee at the address shown in the application for the Licence or at such other address in India as the Licensee may designate and every such service shall be deemed to be proper and valid service upon the Licensee and shall not be questioned or challenged by him.

3.6. If in any event the orders of the administering authority are revised, reviewed or cancelled by the Central Government in pursuance of proceedings under the Offshore Areas Atomic Minerals Operating Right Rules, 2025, the Licensee shall not be entitled to compensation for any loss sustained by the Licensee in exercise of the powers and privileges conferred upon the Licensee by these presents.

4. ***FORCE MAJEURE***

4.1. In this clause the expression "*force majeure*" means act of God, war, insurrection, riot, civil commotion, strike, earthquake, storm, tidal wave, flood, lightning, explosion, fire, or any other happening which the Licensee could not reasonably prevent or control.

4.2. Failure on the part of the Licensee to fulfil any of the terms and conditions of this Licence shall not give the Central Government any claim against the Licensee or be deemed a breach of this Licence,

in so far as such failure is considered by the Central Government to arise from a *force majeure*, and if the fulfilment by the Licensee of any of the terms and conditions of this Licence be delayed from *force majeure*, the period of such delay shall be added to the period fixed by this Licence.

4.3. The administering authority or the Central Government shall not be liable in any manner, whatsoever, to the Licensee in respect of any loss relating to, or arising out of, the occurrence or existence of any *force majeure*.

5. **GOVERNING LAW**

This Licence and all questions of its interpretation shall be construed in accordance with the laws for the time being in force. Subject to the provisions contained in section 28 of the Act, the courts at New Delhi shall have exclusive jurisdiction over disputes arising under this deed.

In witness whereof there presents have been executed at the [name of place] on [date].

SCHEDULE I: AREA OF COMPOSITE LICENCE

(Description of offshore area, including latitudes and longitudes, to be provided.)

FORM C

FORMAT OF PERFORMANCE SECURITY FOR PRODUCTION LEASE

[See rule 7(9)(b)]

[Reference number of the bank] **[Date]**

To

The President of India

[address]

WHEREAS

A. [Name], having office at [address of the Government] OR a [government company incorporated in India under the Companies Act, 2013 (18 of 2013) with corporate identity number [CIN of the Applicant] or a corporation duly incorporated in India under [insert statute/regulations of incorporation], whose registered office is at [address of registered office], India and principal place of business is at [address of principal place of business, if different from registered office] (the **Applicant**) is required to provide an unconditional and irrevocable bank guarantee for an amount equal to INR [figures] (Indian Rupees [words]) as a performance security valid until [date of expiry of performance bank guarantee] ("Expiry Date").

B. The Performance Security is required to be provided to the President of India, represented by the administering authority, (the **Central Government**) for discharge of certain obligations under the [reference to the principal documents, i.e., Production Lease Deed, Offshore Mineral Development and Production Agreement] dated, [date] with respect to [particulars of production lease] (collectively the **Agreement**).

C. We, [name of the bank] (the **Bank**) at the request of the Applicant do hereby undertake to pay to the Central Government an amount not exceeding INR [figures] (Indian Rupees [words]) (the **Guarantee Amount**) to secure the obligations of the Applicant under the Agreement on demand from the Central Government on the terms and conditions herein contained herein.

NOW THEREFORE, the Bank hereby issues in favour of the Central Government this irrevocable and unconditional payment bank guarantee (the **Guarantee**) on behalf of the Applicant in the Guarantee Amount:

1. The Bank for the purpose hereof unconditionally and irrevocably undertakes to pay to the Central Government without any demur, reservation, caveat, protest or recourse, immediately on receipt of first written demand from the Central Government, a sum or sums (by way of one or more claims) not exceeding the Guarantee Amount in the aggregate without the Central Government needing to prove or to show to the

Bank grounds or reasons for such demand for the sum specified therein and notwithstanding any dispute or difference between the Central Government and Applicant on any matter whatsoever. The Bank undertakes to pay to the Central Government any money so demanded notwithstanding any dispute or disputes raised by the Applicant in any suit or proceeding pending before any court or tribunal relating thereto the Bank's liability under this present being absolute and unequivocal.

2. The Bank acknowledges that any such demand by the Central Government of the amounts payable by the Bank to the Central Government shall be final, binding and conclusive evidence in respect of the amounts payable by Applicant to the Central Government under the Agreement.

3. The Bank hereby waives the necessity for the Central Government from demanding the aforesaid amount or any part thereof from the Applicant and also waives any right that the Bank may have of first requiring the Central Government to pursue its legal remedies against the Applicant, before presenting any written demand to the Bank for payment under this Guarantee.

4. The Bank further unconditionally agrees with the Central Government that the Central Government shall be at liberty, without the Bank's consent and without affecting in any manner the Bank's obligation under this Guarantee, to—

(i) modify the terms and conditions of the Agreement;

(ii) postpone the time for performance of the obligations of the Applicant under the Agreement, or

(iii) forbear or enforce any of the rights exercisable by the Central Government against the Applicant under the terms and conditions of the Agreement,

and the Bank shall not be relieved from its liability by reason of any such act or omission on the part of the Central Government or any indulgence by the Central Government to the Applicant or other thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of relieving the Bank of its obligations under this Guarantee.

5. Any payment made hereunder shall be made free and clear of and without deduction for, or on account of, any present or future taxes, levies, imposts, duties, charges, fees, commissions, deductions or withholdings of any nature whatsoever.

6. The Bank agrees that Central Government at its option shall be entitled to enforce this Guarantee against the Bank, as a principal debtor in the first instance without proceeding at the first instance against the Applicant.

7. The Bank further agrees that the guarantee herein contained shall remain in full force and effect during the period that is specified in the Agreement and that it shall continue to be enforceable till all the obligations of the Applicant under or by virtue of the said Agreement with respect to the Performance Security have been fully paid and its claims satisfied or discharged to the satisfaction of the Central Government or till the Central Government certifies that the terms and conditions of the Agreement with respect to the Performance Security have been fully and properly carried out by the Applicant and accordingly discharges this guarantee. Notwithstanding anything contained herein, unless a demand or claim under this guarantee is made on the Bank in writing on or before the expiry date the Bank shall be discharged from all liability under this guarantee thereafter.

8. The payment so made by the Bank under this Guarantee shall be a valid discharge of Bank's liability for payment thereunder and no person shall have any claim against the Bank for making such payment.

9. This Guarantee is subject to the laws for the time being force. Any suit, action, or other proceedings arising out of this Guarantee or the subject matter hereof shall be subject to the exclusive jurisdiction of courts at the New Delhi, India.

10. The Bank represents that it has the authority and power to issue this Guarantee in favour of the Central Government. This guarantee will not be discharged due to the change in the constitution of the Bank.

11. The Bank undertakes not to revoke this Guarantee during its currency except with the prior consent of the Central Government in writing.

12. The Central Government may, with prior intimation to the Bank, assign the right under this Guarantee to any other departments, ministries or any governmental agencies, which may act in the name of the President. Save as provided in this clause, this Guarantee shall not be assignable or transferable.

13. Notwithstanding anything contained herein,—

(a) the liability of the bank under this bank guarantee shall not exceed the Guarantee Amount.

(b) This bank guarantee shall be valid up to the expiry date.

14. The Bank is liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if the Central Government serves upon the Bank a written claim or demand on or before the expiry date.

Dated the [day] day of [month] [year].

In witness whereof the Bank, through its authorised officer, has set its hand and stamp.

(Signature)

_____

(Name and Designation)

(Bank Stamp)

FORM D

FORMAT OF PRODUCTION LEASE DEED

[*See* rule 7(12) (a)]

This deed for grant of a production lease (the Lease) is made by and between the following:

PARTIES

A. The President of India, acting through the administering authority (the **Central Government**).

AND

B. [Name of the Lessee], having office at [address of the Government] OR a [government company] incorporated in India under the Companies Act, 2013 (18 of 2013) with corporate identity number [CIN] or a corporation duly incorporated in India under [insert statute or regulations of incorporation], whose registered office is at [address of registered office], India and principal place of business is at [address of principal place of business, if different from registered office] **(**the **Lessee).**

BACKGROUND:

C. The lessee has completed the requirements under the Offshore Areas Mineral (Development and Regulation) Act, 2002 (17 of 2003) (the **Act**) and the rules made thereunder and has become eligible for grant of a production lease.

D. Accordingly, the Central Government is now executing this deed for grant of a Lease to the Lessee in consideration of the fee, royalties, covenants and agreements hereinafter reserved and contained on the part of the Lessee to be paid, observed and performed.

1 **DEFINITIONS**

The expressions used in this Lease shall have the same meaning as assigned to them under the Act and the rules made thereunder.

2 GRANT OF LEASE

2.1. The Central Government (acting through the administering authority) hereby grants the Lease to the Lessee over an area described in Schedule I (**Lease Area**) commencing from the date on which this duly executed production lease deed is registered with respect to the following mineral, [name of the minerals] (**Minerals**) for conducting production operations till the exhaustion of such minerals in such area.

2.2. The Lease shall be with respect to all deposits of the Minerals situated, lying or being in or under the Lease Area.

2.3. Subject to the Lessee paying the royalties and making other payments required to be paid and observing and performing all the covenants and agreements herein contained and on the part of the Lessee to be observed and performed shall and may quietly hold and enjoy the rights and premises of the Lease Area for and during the term hereby granted without any unlawful interruption from or by the Central Government, or any person rightfully claiming under it.

3 RIGHTS AND OBLIGATIONS

3.1. The rights and obligations of the Central Government and the Lessee shall be as specified in the Act and the rules made thereunder, including without limitation to the Offshore Areas Atomic Mineral Operating Right Rules, 2025 and the Offshore Mineral Development and Production Agreement dated [date].

3.2. Without prejudice to the generality of the foregoing,—

(a) the Lessee shall,—

(i) at all times comply with the provisions of the Act, the rules made thereunder and all other applicable law for the time being in force, including the Atomic Energy Act, 1962 (33 of 1962);

(ii) make prompt payment of royalty and any charges or other payment required to be made by the Lessee;

(iii) pay compensation in accordance with the law for the time being in force for the damage, injury, or disturbance which may be done by the Lessee and to indemnify and keep indemnified the Central Government, administering authority and Department against all claims which may be made by any person or persons in respect of any such damage, injury or disturbance and all costs and expenses in connection therewith;

(iv) take all necessary steps and measures, for enabling the natural rehabilitation of the seabed affected by production operations, including any measures as may be specified by the Central Government;

(v) without delay forward to the Directorate General of Shipping, Director General, Indian Coast Guard, Directorate General of Mine Safety, administering authority and any other Government authority, a report of any accident causing death or serious bodily injury *or* serious injury to property or seriously affecting or endangering life or property which may occur in the course of the operations under this Lease;

(vi) weigh or measure, or cause to be weighed or measured, all the produced and dispatched minerals, from the Lease Area, with seven days prior notice in writing being given to the administering authority and authorised officer of the Directorate for every such weighing or measuring in order that he or some person on his behalf may be present thereat;

(vii) pay stamp duty and registration charges as may be applicable in respect of this deed

(viii) during the term of the Lease, enter upon the Lease Area and carry out production operations for minerals specified in this deed, in accordance with the provisions of the Act and the rules made thereunder;

(ix) comply with the provisions of the Act and the rules made thereunder including rules made under section 19A of the Act and directions issued under section 21 of the Act;

(x) prior to their deployment, ensure that all vessels to be deployed and installations to be erected in the Lease Area by the Lessee or by the contracted companies, shall undergo and clear naval security inspection of the Indian Navy under the aegis of the Flag Officer Commanding-in-Chief of the concerned Naval Command and Flag Officer, Offshore Defence Advisory Group and a clear one month's notice shall be given by the Lessee to the aforesaid offices to facilitate such inspection and clearance;

(xi) take measures, as specified by the Central Government, pertaining to prevention and control of pollution and conservation of marine ecosystem in protected areas including marine national parks, marine sanctuaries or any other area, as may be specified by the Central Government;

(xii) not carry on or allow to be carried on, any production operations at any point within a distance of five hundred metres from any telecommunication cables, offshore wind turbine generators, offshore power substations, oil platform or pipelines, underwater archaeological sites, defence installations or any port area, except under and in accordance with the prior approval of the competent authority, and any officer authorised by the administering authority or the Central Government in this behalf and the said distance of five hundred metres shall be measured from the outer edge of the relevant vessel, structure or installation, as applicable;

(xiii) furnish—

(a) an annual report, containing the full details of the work done by the Lessee and disclose all information acquired by the Lessee in the course of the operations carried on under this Lease regarding the geology and mineral resources of the area covered by the Lease to the Directorate, Geological Survey of India, administering authority, Indian Bureau of Mines and such other authority as may be specified. The report shall be submitted within a period of sixty days after the close of the year to which it relates;

(b) submit to the administering authority and Directorate, at any time before the performance security is returned to it or transferred to any other account, or within a period of three months after the expiration or termination or abandonment or surrender of the Lease, whichever is earlier, a full report of the work done by the Lessee, and disclose all information acquired by the Lessee in the course of the production operations carried on under this Lease regarding the geology and mineral resources of the Lease Area:

Provided that subject to provisions of the Act and the rules made thereunder, the Lessee may specify that the whole or any part of the reports and data submitted by him pursuant to clause 3.2 (a) (xiii) above shall be kept confidential, and the concerned authorities shall thereupon, keep such portions of the submitted reports and data as confidential as may be deemed fit:

Provided further that the Central Government may freely use such confidential reports and data for its own purposes:

Provided also that upon termination or expiration or surrender or abandonment of the Lease, whichever is earlier, all reports and data submitted by the said Lessee shall become the sole property of the Central Government;

(xiv) ensure that no interference is caused to any right of way in any recognised sea lanes for the purposes of navigation, or for any other purpose as may be authorised by the Central Government;

(xv) erect, maintain, display and keep in repair all notices or floaters or signage or buoys, marking the boundary of the Lease Area to the satisfaction of the Department, Directorate, administering

authority and other concerned government authorities, including the Indian Coast Guard and the Indian Navy;

(xvi) take appropriate steps and measures as specified by the Central Government, to ensure systematic disposal of solid or liquid waste, including hazardous waste, arising out of production operations, beneficiation or processing operations within the lease area; and

(xvii) work and carry on the production operations in a proper, skillful and workman-like manner.

(b) the Central Government shall —

(i) have the right, at all times to enter into and upon and to grant or demise to any person or persons whomsoever, liberty to enter into and upon the Lease Area for all or any purposes other than those for which sole rights and Lease are hereby expressly conferred upon the Lessee, including without limitation, to deploy on, over or through the Lease Area such vessels, equipments, platforms, pipelines, telecommunication cables and other such implements as shall be considered necessary or expedient for any purposes, and to obtain from and out of the Lease Area such stone, earth or other materials as may be necessary or requisite for deploying, repairing or maintaining such vessels, equipments, platforms, pipelines, telecommunication cables and other such implements, to pass and repass at all times over such area for all purposes and as occasion shall require;

(ii) have the right to appropriate any performance security provided by the Lessee in accordance with terms of such performance security and require the Lessee to replenish the performance security. In case the performance security has been provided through a security deposit after termination of the Lease and fulfilment of all obligations of the lessee, such security deposit shall be returned to the Lessee after appropriate deductions. It is clarified that the security deposit shall not carry any interest;

(iii) have the right to carry out or perform any work or matters which in accordance with the covenants in that behalf are to be carried out or performed by the Lessee, but have not been so carried out or performed within the time specified in that behalf, and the Lessee shall pay the Central Government on demand all expenses which shall be incurred in carrying out or performance of the same.

(iv) have power to authorise any other licensee or lessee or person in its behalf to enter into and upon the Lease Area and (i) to search for, dig, raise and carry away petroleum and natural gas; (ii) lay upon or maintain, repair or replace offshore wind turbine generators, offshore power substations; (iii) for these purposes or any other purpose as may be authorised by the Central Government or the administering authority, as the case may be, to sink, drive, erect, construct, maintain, and use such plant, installations, pipeline, cables, waterways, engines, machineries and conveniences as may be deemed necessary:

Provided that in the exercise of such power no substantial hindrance or interference shall be caused to the rights of the Lessee under these presents and that fair compensation as may be mutually agreed upon or in the event of disagreement as may be decided by the administering authority shall be paid,—

(i) by such licensee or lessee or such other person to the Lessee for any loss or damage sustained by the Lessee by reason of the exercise of this power by the Central Government, as the case may be;

(ii) to such licensee or lessee or such other person by the Lessee for any loss or damage sustained by such licensee or lessee or such other person by reason of the exercise of this power by the Central Government, as the case may be; and

(v) have the power to grant and demise to any other licensee or lessee or operator duly authorised by the Government authority the power to enter into and upon the said areas and to lay pipelines or install pumping station for the purposes of extracting petroleum or natural gas by such licensee or lessee or operator duly authorised by the Government authority and the Lessee shall use its best efforts to

avoid obstructions to or interference with any petroleum operations or any operations pertaining to offshore wind power projects or such other operations being carried out or proposed to be carried out by an operator, duly authorised by the Government authority within the Lease Area.

3.3. If the Central Government is desirous of exercising its right of pre-emption with respect to any mineral, the Central Government shall pay the average sale price of such minerals as published by the Directorate prevailing at the time of pre-emption.

3.4. In the event of the existence of a state of war or emergency (of which existence the President of India shall be the sole judge and a notification to this effect in the Gazette of India shall be conclusive proof) the Central Government shall at all times during the said term have the right (to be exercised by a notice in writing to the Lessee or Lessees) to forthwith take possession and control of the vessels, installations, platforms, pipelines, plants, machineries, equipments and premises of the Lessee on or in connection with the Lease Area or the operations under this Lease and during such possession or control, the Lessee shall conform to and obey all directions given by or on behalf of the Central Government regarding the use of employment of such vessels, installations, platforms, pipelines, plants, machineries, equipments, premises and minerals, provided that fair compensation, which shall be determined in default of agreement by the Central Government shall be paid to the Lessee for all loss or damage sustained by him/them by reason or in consequence of the exercises of the powers conferred by this clause and provided also that the exercise of such power shall not terminate the said term hereby granted or affect the terms and provisions of this clause.

3.5. Every notice required to be given to the Lessee shall be given in writing to such person as may be nominated by the Lessee and such nomination shall be informed to the administering authority in writing. If no such nomination is made then the notice shall be sent to the Lessee by registered post or speed post or e-mail, addressed to the Lessee at the address shown in the application for the Lease or at such other address in India as the lessee may designate and every such service shall be deemed to be proper and valid service upon the Lessee and shall not be questioned or challenged by him.

3.6. If in any event the orders of the administering authority are revised, reviewed or cancelled by the Central Government in pursuance of proceedings under the Offshore Areas Atomic Minerals Operating Right Rules, 2025, the Lessee shall not be entitled to compensation for any loss sustained by the Lessee in exercise of the powers and privileges conferred upon the Lessee by these presents.

4 ***FORCE MAJEURE***

4.1. In this clause, the expression "*force majeure*" means act of God, war, insurrection, riot, civil commotion, strike, earthquake, storm, tidal wave, flood, lightning, explosion, fire, or any other happening which the Lessee could not reasonably prevent or control.

4.2. Failure on the part of the Lessee to fulfil any of the terms and conditions of this Lease shall not give the Central Government any claim against the Lessee or be deemed a breach of this Lease, in so far as such failure is considered by the Central Government to arise from a force majeure, and if the fulfilment by the Lessee of any of the terms and conditions of this Lease be delayed from force majeure, the period of such delay shall be added to the period fixed by this Lease.

4.3. The administering authority or the Central Government shall not be liable in any manner, whatsoever, to the Lessee in respect of any loss relating to, or arising out of, the occurrence or existence of any force majeure.

5 **GOVERNING LAW**

This Lease and all questions of its interpretation shall be construed in accordance with the laws for the time being in force. Subject to the provisions contained in section 28 of the Act, the courts at New Delhi shall have exclusive jurisdiction over disputes arising under this deed.

In witness whereof there presents have been executed at the [name of place] on [date].

SCHEDULE I: AREA OF PRODUCTION LEASE

(Description of offshore area, including latitudes and longitudes, to be provided.)

FORM E
FORMAT OF TRANSFER APPLICATION
[*See* rule 19(2)]

To

[*Address*]

I/We request for seeking transfer of composite licence or production lease.

S. No.	Item Detail	Particulars
(1)	(2)	(3)
1.	Name of the transferor	
2.	Address of the transferor	
3.	Name of the transferee	
4.	Address of the transferee	
5.	Production lease or composite licence number	
6.	Particulars of any licence or lease granted by any government authority, including in relation to petroleum and natural gas or wind power project, or any infrastructure projects such as port, cable, pipeline in existence in the area applied for	
7.	Date of registration of composite licence or production lease	
8.	Whether the transferee is eligible to hold the composite licence or production lease in accordance with the provisions of the Act and the rules made thereunder	Yes/No
9.	The consideration payable by the transferee, including the consideration in respect of the exploration operations already undertaken and the reports and data generated during the operations.	
10.	Whether the transferee is agreeable to accept all the conditions and liabilities under any law for the time being in force which the transferor was subject to in respect of such a composite licence or production lease.	Yes/No

We do hereby declare that the particulars furnished above are correct and am/are ready to furnish any other details, as may be required by you.

The transferee and transferor also undertake to comply with the provisions of section 13B of the Act and the Offshore Areas Atomic Minerals Operating Right Rules, 2025 with respect to the transfer of the composite licence or production lease.

Yours faithfully,

Transferor

……

Transferee

……..

Place: .....

Date: .....

Instructions to applicants:

(a) The application must be signed by a duly authorised representative of the applicants, in case the applicant is a company.

(b) The corporate authorisation of the authorised signatory of the applicant (which is a company) must be enclosed with the application. Any change in such corporate authorisation must be immediately intimated to the Central Government.

(c) Documentary evidence to confirm eligibility of the transferee to hold the composite licence or production lease in accordance with the provisions of the Act and the rules made thereunder, shall be submitted along with the application.

FORM F
FORMAT OF TRANSFER DEED

PART A

FORMAT OF DEED OF TRANSFER FOR COMPOSITE LICENCE

[*See* rule 19 (6)]

The Transfer Deed (**Deed**) is made on this [*day*] day of [*month*], [*year*] between:

1. (Name *of the Government*), having office at [address of the Government] (hereinafter referred to as the **Transferor** which expression shall where the context so admits be deemed to include its successors and permitted assigns); or

   (*Name of Government Company*), a company registered under the (*Act under which incorporated*) and having its registered office at [address] (hereinafter referred to as the **Transferor** which expression shall where the context so admits be deemed to include its successors and permitted assigns); or

   (*Name of Corporation*), duly incorporated in India under [insert statute/regulations of incorporation] and having its registered office at [address] (hereinafter referred to as the **Transferor** which expression shall where the context so admits be deemed to include its successors and permitted assigns) of the First Part;

AND

2. (*Name of the Government*), having office at [address of the Government] (hereinafter referred to as the **Transferee** which expression shall where the context so admits be deemed to include its successors and permitted assigns); or

   (*Name of the Government Company*), a company registered under (*Act under which incorporated*) and having its registered office at [*address*] (hereinafter referred to as the **Transferee** which expression shall where the context so admits be deemed to include its successors and permitted assigns); or

   (*Name of Corporation*), duly incorporated in India under [insert statute/regulations of incorporation] and having its registered office at [address] (hereinafter referred to as the **Transferee** which expression shall where the context so admits be deemed to include its successors and permitted assigns) of the Second Part;

AND

3. The President of India acting through the administering authority (hereinafter referred to as the **Central Government** which expression shall where the context so admits be deemed to include the successors and assigns) of the third part.

WHEREAS:

A. The Transferor has been granted a composite licence by the Central Government in respect of which the Central Government and the Transferor have executed an exploration licence deed of composite licence dated [*date*] and registered as no. [*number*] on [*date*] [at the office of the Sub-Registrar] of [*address*] in connection with the composite licence (collectively **Concession Documents**) and the same is attached hereto as ***Annexure A***.

B. In terms of the Concession Documents, the Transferor is entitled to undertake exploration operations in the offshore area described in the schedules to the Concession Documents (more particularly set out in ***Annexure B***) (**Licence Area**), for the term and subject to the payment of the rents and royalties and observance and performance of the Transferor's covenant and conditions in the Concession Documents including a covenant not to transfer the composite licence in violation of applicable laws.

C. The Transferor has, pursuant to its transfer application letter dated [*date*], requested the administering authority for its approval in connection with transfer of the composite licence to the Transferee.

D. The administering authority has, pursuant to its letter dated [*date*] conveyed its approval to the transfer application of the Transferor subject to compliance by the Transferee of the terms and conditions contained in this Deed.

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. Capitalised terms used but not defined in this Deed shall, unless the context otherwise requires, have the respective meanings ascribed thereto in the Concession Documents or the Offshore Areas Mineral (Development and Regulation) Act, 2002 (17 of 2003) (the **Act**) and the rules made thereunder as the case may be.

2. The Transferee hereby covenants with the Central Government that from and after the transfer and assignment of the composite licence, the Transferee shall be bound by, and be liable to perform, observe and conform and be subject to all the provisions of all the covenants, stipulations and conditions contained in the Concession Documents in the same manner in all respects as if the composite licence had been granted to the Transferee as the Licensee thereunder and he or it had originally executed the Concession Documents as such.

3. It is further hereby agreed and declared by the Transferor of the one part and the Transferee of the other part that:

   3.1. The Transferee and the Transferor declare that the Transferee meets and shall continue to meet all the eligibility conditions which were required to be met by the Transferor for grant of the composite licence.

   3.2. The Transferor and the Transferee declare that they have ensured that the mineral rights over the Licence Area for which the composite licence is being transferred vest in the Central Government.

   3.3. The Transferee acknowledges that he or it has received a copy of, and has read and understands the Concession Documents, and covenants, agrees and confirms that it shall be bound by all provisions of the Concession Documents as if it was an original party thereto.

   3.4. The Transferor hereby declares that he or it has not assigned or in any other manner transferred the composite licence now being transferred and that no other person or persons has any right, title or interest where under in the present composite licence being transferred.

   3.5. The Transferee hereby declares that he or it has accepted all the conditions and liabilities which the Transferor was having in respect of such composite licence.

   3.6. The Transferee further declares that he or it is financially capable of and shall directly undertake exploration operations.

   3.7. The Transferor has supplied to the Transferee the original or certified copies of all maps, sections and plans of abandoned workings in the Licence Area.

   3.8. The Transferee hereby further declares that as a consequence of this transfer, the total area while held by him or it under operating rights are not in contravention of the provisions of the Act or the rules made thereunder.

   3.9. The Transferor has paid all the rent, royalties, and other dues towards the Central Government till the date, in respect of the composite licence.

In witness whereof the parties hereto have signed on the, date and year first above written.

For and on behalf of the Central Government:

Name: _____

Designation: _____

For and on behalf of the Transferor:

Name: _____

For and on behalf of the Transferee:

Name: _____

ANNEXURE A:
Copy of Concession Documents

ANNEXURE B:
Location and area of the composite licence
[*Particulars of area, including Geo-coordinates, latitude and longitude, to be provided*]

PART B
FORMAT OF DEED OF TRANSFER FOR PRODUCTION LEASE
[*See* rule 19 (6)]

The Transfer Deed ("**Deed**") is made on this [*day*] day of [*month*], [*year*] between:

1. (Name *of the Government*), having office at [address of the Government] (hereinafter referred to as the **Transferor** which expression shall where the context so admits be deemed to include its successors and permitted assigns); or

   (*Name of Government Company*), a company registered under the (*Act under which incorporated*) and having its registered office at [address] (hereinafter referred to as the **Transferor** which expression shall where the context so admits be deemed to include its successors and permitted assigns); or

   (*Name of Corporation*), duly incorporated in India under [insert statute/regulations of incorporation] and having its registered office at [address] (hereinafter referred to as the **Transferor** which expression shall where the context so admits be deemed to include its successors and permitted assigns) of the First Part;

AND

2. (*Name of the Government*), having office at [address of the Government] (hereinafter referred to as the **Transferee** which expression shall where the context so admits be deemed to include its successors and permitted assigns); or

   (*Name of the Government Company*), a company registered under (*Act under which incorporated*) and having its registered office at [*address*] (hereinafter referred to as the **Transferee** which expression shall where the context so admits be deemed to include its successors and permitted assigns); or

   (*Name of Corporation*), duly incorporated in India under [insert statute/regulations of incorporation] and having its registered office at [address] (hereinafter referred to as the **Transferee** which expression shall where the context so admits be deemed to include its successors and permitted assigns) of the Second Part;

AND

3. The President of India acting through the administering authority (hereinafter referred to as the **Central Government** which expression shall where the context so admits be deemed to include the successors and assigns) of the Third Part.

WHEREAS:

A. The Transferor has been granted a production lease by the Central Government in respect of which the Central Government and the Transferor have executed: (a) a Offshore Mineral Development and Production Agreement, dated [*date*]; and (b) a lease deed dated [*date*] and registered as no. [*number*] on [*date*] [at the office of the Sub-Registrar] of [*address*] in connection with the production lease (collectively referred to as **Concession Documents**) and the same is attached hereto as ***Annexure A***.

B. In terms of the Concession Documents, the Transferor is entitled to search for, win and work offshore mines and minerals in respect of (*Name of minerals*) in the offshore area described in the schedules to the Concession Documents (more particularly set out in ***Annexure B***) (**Lease Area**), for the term and subject to the payment of the rents and royalties and observance and performance of the Transferor's covenant and conditions in the Concession Documents including a covenant not to transfer the production lease in violation of applicable laws.

C. The Transferor has, pursuant to its transfer application letter dated [*date*], requested the administering authority for its approval in connection with transfer of the production lease to the Transferee.

D. The administering authority has, pursuant to its letter dated [*date*] conveyed its approval to the transfer application of the Transferor subject to compliance by the Transferee of the terms and conditions contained in this Deed.

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. Capitalised terms used but not defined in this Deed shall, unless the context otherwise requires, have the respective meanings ascribed thereto in the Concession Documents or the Offshore Areas Mineral (Development and Regulation) Act, 2002 (17 of 2003) (the **Act**) and the rules made thereunder as the case may be.

2. The Transferee hereby covenants with the Central Government that from and after the transfer and assignment of the production lease, the Transferee shall be bound by, and be liable to perform, observe and conform and be subject to all the provisions of all the covenants, stipulations and conditions contained in the Concession Documents in the same manner in all respects as if the production lease had been granted to the Transferee as the lessee thereunder and he or it had originally executed the Concession Documents as such.

3. It is further hereby agreed and declared by the Transferor of the one part and the Transferee of the other part that:

   3.1. The Transferee and the Transferor declare that the Transferee meets and shall continue to meet all the eligibility conditions which were required to be met by the Transferor for grant of the production lease.

   3.2. The Transferor and the Transferee declare that they have ensured that the mineral rights over the Lease Area for which the production lease is being transferred vest in the Central Government.

   3.3. The Transferee acknowledges that he or it, has received a copy of, and has read and understands the Concession Documents, and covenants, agrees and confirms that it shall be bound by all provisions of the Concession Documents as if it was an original party thereto.

   3.4. The Transferor hereby declares that he or it, has not assigned or in any other manner transferred the production lease now being transferred and that no other person or persons has any right, title or interest where under in the present production lease being transferred.

   3.5. The Transferee hereby declares that he or it, has accepted all the conditions and liabilities which the Transferor was having in respect of such production lease.

   3.6. The Transferor has supplied to the Transferee the original or certified copies of all maps, sections and plans of abandoned workings in the Lease Area.

   3.7. The Transferee hereby further declares that as a consequence of this transfer, the total area while held by him/ it under operating rights are not in contravention of the provisions of the Act or the rules made thereunder.

   3.8. The Transferor has paid all the rent, royalties, and other dues towards the Central Government till the date, in respect of the production lease.

In witness whereof the parties hereto have signed on the date and year first above written.

For and on behalf of the Central Government:

Name: _____

Designation: _____

For and on behalf of the Transferor:

Name: _____

For and on behalf of the Transferee:

Name: _____

ANNEXURE A
Copy of Concession Documents

ANNEXURE B
Location and area of the production lease
[*Particulars of area, including Geo-coordinates, latitude and longitude, to be provided*]

FORM G
NOTICE OF TRANSFER OF COMPOSITE LICENCE OR PRODUCTION LEASE
[*See* rule 19 (9)]

IMPORTANT INSTRUCTIONS FOR FILLING THE FORM

iii. This Form, duly filled in must reach the concerned authorities as specified within the rule, within a period of thirty days from the date of such transfer, by online or Email.

iv. The form shall be digitally signed by the concerned person.

1.	**Type of Operating Right**				*Check which is applicable*		
	(a) Production lease						
	(b) Composite licence						
2	**Indian Bureau of Mines Registration Number**						
3.	**Unique Indian Bureau of Mines Operating Right Number**						
	Production lease Code						
	Composite licence Code						
4.	**Mine Code**						
5.	**Name of Mine**						
6.	**Name of the mineral or minerals for which composite licence or production lease has been granted**				*(Information will be system generated)*		
7.	**Name and address of the Operating Right holder**				*(Information will be system generated)*		
8.	**Particulars of the Operating Right**				*(Information will be system generated)*		
9.	**Location of the lease area/ licence area**				*(Information will be system generated)*		
10.	**Name and address of the Transferee or Assignee**						
	Name	Address	Email	PAN number	Aadhar number/Registration Number	Passport number/ GST number	Mobile number
11.	**Letter number and date of transfer order issued by the administering authority**						

Place: Date:	*Signature* Name in full: Designation: Owner/Geologist/Mining Engineer

FORM H

FORMAT OF MEMORANDUM OF APPEAL

[*See* rule 26 (1)]

To

[Address]

I/We submit the following appeal with the following particulars.

S. No.	Details of Item	Particulars
(1)	(2)	(3)
1.	Name of appellant	
2.	Address of the appellant	
3.	Status of the appellant • Government • Government Company • Corporation	
4.	Whether the appeal is filed within the specified time period	Yes/No.
5.	If not, the reasons for not presenting it within the specified limit and seeking condonation of delay.	
6.	Purpose of the appeal	
7.	Appellant to specify— (a) number and date of communication of the order to the appellant and authority passing the order against which an appeal is preferred. (b) whether in relation to composite licence or production lease; (c) any other matter	
8.	Fee payable for the appeal	
9.	Name of bank, demand draft or challan number with date, through which the fee has been paid.	
10.	Mineral or minerals for which the appeal is filed	
11.	Details of area with respect to which the appeal is filed (give latitude and longitude covering the area).	
12.	Name and complete address of the party/parties impleaded	
13.	Number of copies of memorandum of appeal attached (Memorandum of appeal is to be submitted in triplicate if no party is impleaded. Besides these, for each party impleaded one additional copy is to be enclosed)	
14.	Grounds of appeal	
15.	Prayer(s) sought	

I/We do hereby declare that the particulars furnished above are correct and am/are ready to furnish any other details, as may be required by you.

Yours faithfully,

Place:

Date:

Signature of the appellant

Instructions to appellants.—

(a) The appeal shall be signed by a duly authorised representative of the appellant, in case the appellant is a company.

(b) The corporate authorisation of the authorised signatory of the appellant (which is the Government, a Government company or a corporation) shall be enclosed with the appeal. Any change in such corporate authorisation must be immediately intimated to the administering authority.

FORM I

NOTICE OF CHANGE IN PARTICULARS

[*See* rule 31]

To

1. Department of Atomic Energy, Anushakti Bhawan, Mumbai

2. Administering authority

IMPORTANT INSTRUCTIONS FOR FILLING THE FORM

Notice in this Form shall be sent so as to reach concerned authorities within a period of sixty days of the date of change in name and address

1.	(i) Name(s) of the mineral (s) for exploration operations or production operations have been undertaken.	
	(ii) Name(s) of other minerals if any, for which composite licence or production lease has been granted:	
2.	(i) Name of the mine	
	(ii) Change in the name of mines, if any: (Indicate old name and reason of change)	
3.	(i) Name and address of the licensee or lessee or owner:	
	(ii) Change in Name and address of the licensee or lessee or owner (Indicate old name and reason of change)	
4.	Particulars of the Composite Licence or Production Lease:	
(i)	(i) Date of execution:	
(i)	(ii) Period: Years, from to	
(ii)	(iii) Extent of areas under production lease or composite licence: [in square kilometer]	
5.	Location of the Composite Licence or Production Lease:	

	[Longitudes and latitudes]	
	i. NHO Chart No.	
	ii. Area in sq. kms.	
	iii. Boundary coordinates of the block (in Decimal degree)	
	iv. Coast or Sea	
	v. Offshore Region	
	vi. Nearest Coastal Location	
	vii. Water depth (m)	
	viii. Nearest Harbour/ Port	
6.	Particulars of Agent, if any: Name and address (if applicable):	
7.	Particulars *of* the Manager *of* the mine; Name and address (if applicable)	
8.	Particulars of Mining Engineer employed in the mines (if applicable):	
	(i) Name and address:	
	(ii) Qualification:	
	(iii) Date of appointment:	
	(iv) Status of employment:	Whole time
9.	Letter No. and date through which the exploration plan or the production plan was approved by the authority as specified in the Offshore Areas Mineral Conservation and Development Rules 2024 No. of Approval Letter and date of Approval:	
10.	Any other specific information:	

Place: Date:	*Signature:* Name in full: Designation: Owner/Agent/ Manager/ Mining Engineer

FORM J

PART A

REGISTER OF COMPOSITE LICENCES

[*See* rule 33]

1. Serial number.

2. Name of the licensee.

3. Address of registered office and residence of the licensee.

4. (a) Number and date of grant of composite licence.

   (b) Date of execution of exploration licence deed of composite licence.

(c) Date of registration of exploration licence deed of composite licence.

5. Geo co-ordinates of the offshore area.

6. Total offshore area for which composite licence has been granted.

7. The mineral or minerals for which composite licence has been originally granted.

8. Mineral or minerals added to the composite licence with date.

9. The details of the offshore area for which composite licence was originally granted.

10. Period for which the composite licence is granted.

11. Date of change together with details of change that take place in name, nationality, registered office, majority owners or other particulars of the licensee.

12. Royalty and any other payments, if payable.

13. Details of performance security.

14. Date of expiry or termination or abandonment or surrender.

15. Date from which the offshore area is available for regrant.

16. Any other information as may be required by administering authority.

17. Remarks.

18. Signature of the officer.

PART B

REGISTER OF PRODUCTION LEASES

[*See* rule 33]

1. Serial number.

2. Name of the lessee.

3. Address of registered office and residence of the lessee.

4. (a) Number and date of grant of production lease.

(b) Date of execution of production lease deed.

(c) Date of registration of production lease deed.

5. Geo co-ordinates of the offshore area.

6. Total offshore area for which production lease has been granted.

7. The mineral or minerals for which production lease has been originally granted.

8. Mineral or minerals added to the production lease with date.

9. The details of the offshore area for which production lease was originally granted.

10. Period for which the production lease is granted.

11. Date of change together with details of change that take place in name, nationality, registered office, majority owners or other particulars of the lessee.

12. Royalty and any other payments, if payable.

13. Details of performance security.

14. Date of expiry or termination or abandonment or surrender.

15. Date from which the offshore area is available for regrant.

16. Any other information as may be required by administering authority.

17. Remarks.

18. Signature of the officer.

[F. No. M.VI-1/10/2024-Mines VI]

DINESH MAHUR, Jt Secy.

Uploaded by Dte. of Printing at Government of India Press, Ring Road, Mayapuri, New Delhi-110064
and Published by the Controller of Publications, Delhi-110054.

KUMER CHAND MEENA Digitally signed by KUMER CHAND MEENA Date: 2025.07.16 20:06:21 +05'30'

ಕರ್ನಾಟಕ ರಾಜ್ಯಪಾಲರ ಆದೇಶಾನುಸಾರ
ಮತ್ತು ಅವರ ಹೆಸರಿನಲ್ಲಿ

(ಅಫೀಫಾ ಉಸ್ಮಾನಿ)
ಸಹಾಯಕ ಪ್ರಾರೂಪಕಾರ ಮತ್ತು ಪದನಿಮಿತ್ತ
ಸರ್ಕಾರದ ಉಪ ಕಾರ್ಯದರ್ಶಿ
ಸಂಸದೀಯ ವ್ಯವಹಾರಗಳು ಮತ್ತು
ಶಾಸನ ರಚನೆ ಇಲಾಖೆ

PR-35

ಸಂಸದೀಯ ವ್ಯವಹಾರಗಳು ಮತ್ತು ಶಾಸನ ರಚನೆ ಇಲಾಖೆ
ಅಧಿಸೂಚನೆ

ಸಂಖ್ಯೆ: ಸಂವ್ಯಶಾಇ 17 ಕೇನಿಪ್ರ 2025 ಬೆಂಗಳೂರು, ದಿನಾಂಕ: 16.08.2025.

ದಿನಾಂಕ: 04.08.2025ರಂದು ಭಾರತ ಸರ್ಕಾರದ ಗೆಜೆಟ್‌ನ ವಿಶೇಷ ಸಂಚಿಕೆಯ Part-II-Section-3 Sub Section (i)ರಲ್ಲಿ ಪ್ರಕಟವಾದ the Offshore Areas Atomic Minerals Operating Right Rules, 2025ರ Notification-GSR 529(E) ಅನ್ನು ಸಾರ್ವಜನಿಕರ ಮಾಹಿತಿಗಾಗಿ ಕರ್ನಾಟಕ ರಾಜ್ಯಪತ್ರದಲ್ಲಿ ಮರುಪ್ರಕಟಿಸಲಾಗಿದೆ,-

MINISTRY OF POWER

DRAFT NOTIFICATION

New Delhi, 4th August, 2025

G.S.R. 529(E).— The Energy Conservation Act, 2001 (hereinafter referred to as the "Act") was enacted to promote and mandate efficient use of energy and its conservation across all sectors of the economy. The said Act also provides for the Bureau of Energy Efficiency (hereinafter referred to as "the Bureau");

And whereas section 26 of the said Act provides penalty in case of failure to comply with the provisions of section 13A, section 14, section 15, section 52, section 27 and section 28.

And whereas, in order to avoid the difficulties of imposing of penalty, it has become necessary or expedient to empower the Bureau to detect, verify, assess and represent non-compliance cases before the adjudicating officer appointed by the State Commission.

Now, therefore, in pursuance of the powers conferred by clause (v) of sub-section (2) of section 56 read with clause (u) of sub-section 2 of section 13 and clause (c) of sub-section (1) of section 20 of the said Act, the Central Government, in consultation with the Bureau, proposes to make rules for compliance enforcement of the Act, and the draft rules is hereby published for information to all persons likely to be affected thereby; and notice is hereby given that the said draft rules will be taken into consideration after the expiry of thirty days from the date of this notification as published in the Gazette of India, and are made available to the public;

The objections or suggestions which may be received from any person in respect of the said draft rules before the expiry of the aforesaid period will be considered by the Central Government.

Objections and suggestions to these draft rules, if any, may be sent to the Deputy Secretary, Energy Conservation, Room No. 400(B), 4th Floor, Shram Shakti Bhawan, Rafi Marg, New Delhi – 110001 and may be sent at the e-mail address at fca.kartik@gov.in.

Draft Rules

1. Short title and commencement

(1) These rules may be called the Energy Conservation (Compliance Enforcement) Rules, 2025.

(2) They shall come into force on the date of their final publication in the Official Gazette.

2. Applicability

(1) These rules shall apply to the following entities, namely: -

(a) persons mentioned in section 13A;

(b) manufacturers or importers mentioned in the clause (c) of section 14, designated consumers specified in the clause (e), (n), and clause (x) of section 14; and

(c) any other person or entity covered under the said Act.

3. Norms and Standards

(1) The Bureau shall be responsible for compliance enforcements with the norms and standards provided by the Central Government.

(2) In the event of any shortfall, the norms and standards provided by the Central Government under clause (x) of section 14 of said Act shall apply to the extent of such shortfall, and not cumulatively with any norms and standards provided by any State Electricity Regulatory Commission under the Electricity Act, 2003:

"Provided that the penalty for any underachievement shall be imposed in accordance with the provisions of the said Act."

Explanation –For removal of doubts, it is hereby clarified that the expression "underachievement" mean short fall in achievement of targets by the entities mentioned under rule 2.

4. Reporting

(1) The Bureau shall obtain the necessary information from the entities as provided in rule 2, in relation to compliance with the following provisions namely:-

(i) section 13A of the said Act;

(ii) clauses (c) and (d) of section 14;

(iii) clauses (h), (i), (k), and (l) of section 14; and

(iv) clauses (n) and (x) of section 14.

(2) The entities mentioned in rule 2, shall periodically submit reports to the Bureau.

5. Verification

The Bureau shall verify compliance and submit a report to the Central Government for certification of compliance, as required.

6. Jurisdiction of State Electricity Regulatory Commissions

(1) The following shall be competent for adjudging for fails to comply with the provisions of sections 13A, 14 and 15 of the said Act as per table given below:-

Table – 1

(a) Appliances, equipment and vehicles specified under clause (b) of section 14.	Adjudicating Officer of the State Commission where the registered head office of the manufacturer or importer is located.
(b) Industries specified as designated consumers under clause (e) and (n) of section 14.	Adjudicating Officer of the State Commission where the industry or establishment is located.
(c) Non-fossil consumption specified for designated consumers under clause (x) of section 14.	Adjudicating Officer of the State Commission where the industry or establishment of the designated consumer is located, or the registered head office in case where compliance is undertaken at the holding company level.

(2) All penalties payable by the entities mentioned under rule 2, shall be creditedinto the Central Energy Conservation Fund referred in section 20 of the Act, from which ninety percent shall be transferred to the State Government as given below, and ten percent to the Central Government as per table given below:-

Table – 2

(a) Appliances, equipment and vehicles specified under clause (b) of section 14.	Consolidated Fund of each State in proportion of its share of the total sales by the manufacturer or importer of the specific appliance, equipment, or vehicle during the compliance period.
(b) Industries specified as designated consumers under clause (e), (n) of section 14.	Consolidated Fund of the State where the industry or establishment is located.
(c) Non-fossil consumption specified for designated consumers under clause (x) of section 14.	Consolidated Fund of the State where the industry or establishment of the designated consumer is located.

(3) Any amount recovered towards compliance, not covered under section 26, shall be credited to the Central Energy Conservation Fund.

7. Penalty

(1) The Bureau on its own or through designated agencies shall verify compliance under section 26.

(2) The Bureau on its own or though designated agencies shall service notices to the contravening entities for fail to comply.

(3) The Bureau or the designated agency shall authorise one or more of its officers or legal practitioners to represent the case for fail to compliance before the Adjudicating Officer.

(4) The Adjudicating Officer, appointed by the State Commission, shall conclude the proceedings and impose penalties in accordance with the provisions of the said Act.

8. Bureau's Responsibility

Bureau shall make regulations and issue guidelines for implementation of these rules.

[F.No. 9/2/2023-EC-Part(4)]
AKASH TRIPATHI, Addl. Secy.

Uploaded by Dte. of Printing at Government of India Press, Ring Road, Mayapuri, New Delhi-110064
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GORAKHA NATH YADAVA
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ಕರ್ನಾಟಕ ರಾಜ್ಯಪಾಲರ ಆದೇಶಾನುಸಾರ
ಮತ್ತು ಅವರ ಹೆಸರಿನಲ್ಲಿ

(ಅಫೀಫಾ ಉಸ್ಮಾನಿ)
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ಶಾಸನ ರಚನೆ ಇಲಾಖೆ

PR-36

ಸಂಸದೀಯ ವ್ಯವಹಾರಗಳು ಮತ್ತು ಶಾಸನ ರಚನೆ ಇಲಾಖೆ
ಅಧಿಸೂಚನೆ

ಸಂಖ್ಯೆ: ಸಂವ್ಯಶಾಇ 27 ಕೇಶಾಪ್ರ 2025 ಬೆಂಗಳೂರು, ದಿನಾಂಕ: 16.08.2025

ದಿನಾಂಕ: 24.07.2025 ರಂದು ಭಾರತ ಸರ್ಕಾರದ ಗೆಜೆಟ್‌ನ ವಿಶೇಷ ಸಂಚಿಕೆಯ Part-II-Section-1 ರಲ್ಲಿ ಪ್ರಕಟವಾದ THE BILLS OF LADING ACT, 2025 (NO. 18 OF 2025) ಅನ್ನು ಸಾರ್ವಜನಿಕರ ಮಾಹಿತಿಗಾಗಿ ಕರ್ನಾಟಕ ರಾಜ್ಯಪತ್ರದಲ್ಲಿ ಮರು ಪ್ರಕಟಿಸಲಾಗಿದೆ,-

रजिस्ट्री सं॰ डी॰ एल॰—(एन)04/0007/2003—25 REGISTERED NO. DL—(N)04/0007/2003—25

भारत का राजपत्र
The Gazette of India

सी.जी.-डी.एल.-अ.-24072025-264940
CG-DL-E-24072025-264940

असाधारण
EXTRAORDINARY
भाग II — खण्ड 1
PART II — Section 1
प्राधिकार से प्रकाशित
PUBLISHED BY AUTHORITY

सं॰ 23] नई दिल्ली, बृहस्पतिवार, जुलाई 24, 2025/श्रावण 2, 1947 (शक)
No. 23] NEW DELHI, THURSDAY, JULY 24, 2025/SHRAVANA 2, 1947 (Saka)

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके।
Separate paging is given to this Part in order that it may be filed as a separate compilation.

MINISTRY OF LAW AND JUSTICE
(Legislative Department)

New Delhi, the 24*th July,* 2025/*Shravana* 2, 1947 *(Saka)*

The following Act of Parliament received the assent of the President on the 24th July, 2025 and is hereby published for general information:—

THE BILLS OF LADING ACT, 2025

No. 18 OF 2025

[24*th July,* 2025.]

An Act to make provisions for the transfer of rights of suit and all liabilities to the consignee named in a bill of lading and every endorsee of a bill of lading, to whom the property in the goods mentioned in the bill of lading shall pass, upon or by reason of a consignment or an endorsement, and for matters connected therewith or related thereto.

WHEREAS by the custom of merchants, a bill of lading of goods being transferable by endorsement, the property in the goods may thereby pass to the endorsee, but nevertheless all rights in respect of the contract contained in the bill of lading continue in the original shipper or owner;

AND WHEREAS it is expedient that such rights should pass with the property;

AND WHEREAS it frequently happens that the goods in respect of which bills of lading purport to be signed have not been laden on board;

AND WHEREAS it is proper that such bills of lading in the hands of a *bona fide* holder for value should not be questioned by the master or other person signing the same, on the ground of the goods not having been laden as aforesaid.

BE it enacted by Parliament in the Seventy-sixth Year of the Republic of India as follows:—

Short title and commencement.

1. (*1*) This Act may be called the Bills of Lading Act, 2025.

(*2*) It shall come into force on such date as the Central Government may, by notification in the Official Gazette, appoint.

Rights under bills of lading to vest in consignee or endorsee.

2. Every consignee of goods named in a bill of lading and every endorsee of a bill of lading, to whom the property in the goods therein mentioned shall pass, upon or by reason of such consignment or endorsement, shall have transferred to and vested in him all rights of suit, and be subject to the same liabilities in respect of such goods as if the contract contained in the bill of lading had been made with such consignee or endorsee.

Right of stoppage in transit or claims for freight not to be affected.

3. Nothing contained in this Act shall prejudice or affect—

(*a*) any right of stoppage in transit; or

(*b*) any right to claim freight against the original shipper or owner; or

(*c*) any liability of the consignee or endorsee by reason or in consequence of his being such consignee or endorsee, or of his receipt of the goods by reason or in consequence of such consignment or endorsement.

Bill of lading in hands of consignee, etc., conclusive evidence of shipment as against master, etc.

4. (*1*) Every bill of lading in the hands of a consignee or endorsee for valuable consideration, representing goods to have been shipped on board a vessel, shall be conclusive evidence of such shipment as, against the master or other person signing the same, notwithstanding that such goods or some part thereof may not have been so shipped:

Provided that the master or other person so signing may exonerate himself in respect of such misrepresentation, by showing that it was caused without any default on his part, and wholly by the fraud of the shipper, or of the holder, or some person under whom the holder claims.

(*2*) Nothing in sub-section (*1*) shall apply where the holder of the bill of lading shall have had actual notice at the time of receiving such bill of lading that the goods had not been laden on board.

Power of Central Government to give directions.

5. The Central Government may give such directions, as it may deem necessary, for carrying out all or any of the provisions of this Act.

Repeal and savings.

6. (*1*) The Indian Bills of Lading Act, 1856 is hereby repealed. 9 of 1856.

(*2*) Notwithstanding the repeal of the Act referred to in sub-section (*1*), it shall not affect,—

(*a*) the previous operation of the Act so repealed or anything done or any action taken or purported to have been or taken or suffered thereunder under the Act so repealed; or

(*b*) any right, privilege, obligation or liability acquired, accrued or incurred under the Act so repealed; or

(*c*) the operation of any rule, notification, order, notice or direction issued, or exemption granted thereunder, in so far as it is not inconsistent with the provisions of this Act, and shall be in force until it is repealed or superseded under the corresponding provisions of this Act; or

(*d*) any penalty incurred in respect of any contravention under the Act so repealed; or

(*e*) any proceeding or remedy in respect of any such right, privilege, obligation, liability, penalty as aforesaid, and any such proceeding or remedy may be instituted, continued or enforced, and any such penalty may be imposed as if that Act had not been repealed;

(*f*) the reference made to the repealed Act under any other legislation, rule, order, or any other legal instrument and any such reference shall, in so far as it is not inconsistent with the provisions of this Act, be construed as a reference to this Act or its corresponding provisions.

(*3*) Without prejudice to the provisions of sub-section (*2*), the provisions of section 6 of the General Clauses Act, 1897 shall apply with regard to the effect of repeal.

10 of 1897.

DR. RAJIV MANI,
Secretary to the Govt. of India.

UPLOADED BY THE MANAGER, GOVERNMENT OF INDIA PRESS, MINTO ROAD, NEW DELHI–110002
AND PUBLISHED BY THE CONTROLLER OF PUBLICATIONS, DELHI–110054.

KSHITIZ MOHAN Digitally signed by KSHITIZ MOHAN Date: 2025.07.24 21:47:06 +05'30'

MGIPMRND—142GI(S4)—24-7-2025.

ಕರ್ನಾಟಕ ರಾಜ್ಯಪಾಲರ ಆದೇಶಾನುಸಾರ
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(ಅಫೀಫಾ ಉಸ್ಮಾನಿ)
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ಶಾಸನ ರಚನೆ ಇಲಾಖೆ

PR-37

ಸಂಸದೀಯ ವ್ಯವಹಾರಗಳು ಮತ್ತು ಶಾಸನ ರಚನೆ ಇಲಾಖೆ
ಅಧಿಸೂಚನೆ

ಸಂಖ್ಯೆ: ಸಂವ್ಯಶಾಇ 28 ಕೇಶಾಪ್ರ 2025 ಬೆಂಗಳೂರು, ದಿನಾಂಕ: 16.08.2025

ದಿನಾಂಕ: 08.08.2025 ರಂದು ಭಾರತ ಸರ್ಕಾರದ ಗೆಜೆಟ್‌ನ ವಿಶೇಷ ಸಂಚಿಕೆಯ Part-II-Section-1 ರಲ್ಲಿ ಪ್ರಕಟವಾದ THE CARRIAGE OF GOODS BY SEA ACT, 2025 (NO. 19 OF 2025) ಅನ್ನು ಸಾರ್ವಜನಿಕರ ಮಾಹಿತಿಗಾಗಿ ಕರ್ನಾಟಕ ರಾಜ್ಯಪತ್ರದಲ್ಲಿ ಮರು ಪ್ರಕಟಿಸಲಾಗಿದೆ,-

रजिस्ट्री सं॰ डी॰ एल॰—(एन)04/0007/2003—25 REGISTERED NO. DL—(N)04/0007/2003—25

भारत का राजपत्र
The Gazette of India

सी.जी.-डी.एल.-अ.-09082025-265333
CG-DL-E-09082025-265333

असाधारण
EXTRAORDINARY
भाग II — खण्ड 1
PART II — Section 1
प्राधिकार से प्रकाशित
PUBLISHED BY AUTHORITY

सं॰ 24] नई दिल्ली, शुक्रवार, अगस्त 8, 2025/भाद्र 17, 1947 (शक)
No. 24] NEW DELHI, FRIDAY, AUGUST 8, 2025/BHADRA 17, 1947 (Saka)

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके।
Separate paging is given to this Part in order that it may be filed as a separate compilation.

MINISTRY OF LAW AND JUSTICE
(Legislative Department)

New Delhi, the 8*th August,* 2025/*Bhadra* 17, 1947 *(Saka)*

The following Act of Parliament received the assent of the President on the 8th August, 2025 and is hereby published for general information:—

THE CARRIAGE OF GOODS BY SEA ACT, 2025

19 OF 2025

[8*th August,* 2025.]

An Act to provide for the responsibilities, liabilities, rights and immunities attached to carriers with respect to the carriage of goods by sea and for matters connected therewith or related thereto.

WHEREAS the delegates at the International Conference on Maritime Law held at Brussels in October, 1922, agreed unanimously to recommend their respective Governments to adopt as the basis of a Convention a draft Convention for the unification of certain rules relating to bills of lading;

AND WHEREAS at a meeting held at Brussels in October, 1923, the rules contained in the said draft Convention were amended by the Committee appointed by the said Conference;

AND WHEREAS the said rules were amended by the Protocol signed at Brussels on 23rd February, 1968 and by the Protocol signed at Brussels on 21st December, 1979;

AND WHEREAS it is expedient that the said rules as so amended and as set out with modifications in the Schedule thereto should, subject to the provisions of this Act, have the force of law with a view to establishing the responsibilities, liabilities, rights and immunities attaching to carriers under bills of lading.

BE it enacted by Parliament in the Seventy-sixth Year of the Republic of India as follows:—

Short title and commencement.

1. (*1*) This Act may be called the Carriage of Goods by Sea Act, 2025.

(*2*) It shall come into force on such date as the Central Government may, by notification in the Official Gazette, appoint.

Definitions.

2. In this Act, unless the context otherwise requires,—

(*a*) "applicable rules" mean the applicable rules provided in the Schedule to this Act;

(*b*) "notification" means a notification published in the Official Gazette and the expression "notify" with its grammatical variation and cognate expressions shall be construed accordingly; and

(*c*) "Schedule" means the Schedule annexed to this Act.

Application of Schedule.

3. Subject to the provisions of this Act, the applicable rules laid down in the Schedule shall have effect in relation to and in connection with the carriage of goods by sea in ships carrying goods from any port in India to any other port, whether in or outside India.

No implied absolute undertaking in contracts to which applicable rules apply.

4. There shall be no implied absolute undertaking in any contract for the carriage of goods by sea, to which the applicable rules apply, by the carrier of the goods to provide a seaworthy ship.

Statement as to application of Schedule to be included in bills of lading.

5. Every bill of lading, or similar document of title, issued in India, which contains or is evidence of any contract to which the applicable rules apply, shall contain an express statement that it is to have effect subject to the applicable rules laid down in the Schedule, as applied by this Act.

Modification of Article VI of applicable rules in relation to goods carried in sailing ships and by specified routes.

6. Article VI of the applicable rules shall, in relation to—

(*a*) the carriage of goods by sea in sailing ships, carrying goods from any port in India to any other port whether in or outside India;

(*b*) the carriage of goods by sea in ships, carrying goods from a port in India notified in this behalf, to a port in Sri Lanka specified in the said notification,

have effect as though the said Article referred to goods of any class instead of to particular goods and as though the proviso to the second paragraph of the said Article were omitted.

Modification of paragraphs 4 and 5 of Article III in relation to bulk cargoes.

7. Where under the custom of any trade,—

(*a*) the weight of any bulk cargo inserted in the bill of lading is a weight ascertained or accepted by a third party other than the carrier or the shipper; and

(*b*) the fact that the weight is so ascertained or accepted is stated in the bill of lading,

then, notwithstanding anything contained in the applicable rules, the bill of lading shall not be deemed to be *prima facie* evidence against the carrier of the receipt of goods of the weight so inserted in the bill of lading, and the accuracy thereof at the time of shipment shall not be deemed to have been guaranteed by the shipper.

Power of Central Government to issue directions.

8. The Central Government may give such directions, as it may deem necessary, for carrying out all or any of the provisions of this Act.

Power of Central Government to amend Schedule.

9. (*1*) If the Central Government is satisfied that it is necessary or expedient so to do, it may, by notification, amend the Schedule.

(*2*) Any amendment notified under sub-section (*1*) shall have effect as if enacted in this Act and shall come into force on the date of the notification, unless the notification otherwise directs.

Laying of notification before Parliament.

10. Every notification issued under this Act shall be laid, as soon as may be after it is issued, before each House of Parliament, while it is in session, for a total period of thirty days which may be comprised in one session or in two or more successive sessions, and if, before the expiry of the session immediately following the session or the successive sessions aforesaid, both Houses agree in making any modification in the notification or both Houses agree that the notification should not be made, the notification shall thereafter have effect only in such modified form or be of no effect, as the case may be; so, however, that any such modification or annulment shall be without prejudice to the validity of anything previously done in pursuance of that notification.

Power to remove difficulties.

11. (*1*) If any difficulty arises in giving effect to the provisions of this Act, the Central Government may, by order published in the Official Gazette make such provisions, not inconsistent with the provisions of this Act as may appear to it to be necessary for removing the difficulty:

Provided that no such order shall be made under this section after the expiry of a period of two years, from the commencement of this Act.

(*2*) Every order made under this section shall be laid, as soon as may be after it is made, before each House of Parliament.

Repeal and savings.

26 of 1925.

12. (*1*) The Indian Carriage of Goods by Sea Act, 1925 is hereby repealed.

(*2*) Notwithstanding the repeal of the Act referred to in sub-section (*1*), it shall not affect,—

(*a*) the previous operation of the Act so repealed or anything done or any action taken or purported to have been done or taken or suffered thereunder under the Act so repealed; or

(*b*) any right, privilege, obligation or liability acquired, accrued or incurred under the Act so repealed; or

(*c*) the operation of any rule, notification, order, notice or direction issued or exemption granted thereunder, in so far as it is not inconsistent with the provisions of this Act, and shall be in force until it is repealed or superseded under the corresponding provisions of this Act; or

(*d*) any proceeding or remedy in respect of any such right, privilege, obligation, liability, penalty as aforesaid, and any such proceeding or remedy may be instituted, continued or enforced, and any such penalty may be imposed as if that Act had not been repealed; or

(*e*) the reference made to the repealed Act under any other legislation, rule, order, or any other legal instrument and any such reference shall, in so far as it is not inconsistent with the provisions of this Act, be construed to as a reference to this Act or its corresponding provisions.

(*3*) Nothing in this Act shall affect the operation of section 331 and the provisions of Part XA, of the Merchant Shipping Act, 1958, or the operation of any other enactment for the time being in force limiting the liability of the owners of sea-going vessels.

44 of 1958.

(*4*) Without prejudice to the provisions of sub-section (*2*), the provisions of section 6 of the General Clauses Act, 1897 shall apply with regard to the effect of repeal.

10 of 1897.

THE SCHEDULE

[*See* sections 3, 5 and 9]

APPLICABLE RULES RELATING TO BILLS OF LADING

ARTICLE I: Definitions.—In these applicable rules the following expressions have the meanings hereby assigned to them respectively, that is to say—

(*a*) "carriage of goods" covers the period from the time when the goods are loaded on to the time when they are discharged from the ship;

(*b*) "carrier" includes the owner or the charterer who enters into a contract of carriage with a shipper;

(*c*) "contract of carriage" applies only to contracts of carriage covered by a bill of lading or any similar document of title, in so far as such document relates to the carriage of goods by sea including any bill of lading or any similar document as aforesaid issued under or pursuant to a charterparty from the moment at which such bill of lading or similar document of title regulates the relations between a carrier and a holder of the same;

(*d*) "goods" includes any property including live animals as well as containers, pallets or similar articles of transport or packaging supplied by the consignor, irrespective of whether such property is to be or is carried on or under deck;

(*e*) "ship" means any vessel used for the carriage of goods by sea.

ARTICLE II: Risks.—Subject to the provisions of Article VI, under every contract of carriage of goods by sea the carrier, in relation to the loading, handling, stowage, carriage, custody, care, and discharge of such goods, shall be subject to the responsibilities and liabilities, and entitled to the rights and immunities hereinafter set forth.

ARTICLE III: Responsibilities and liabilities.—(*1*) The carrier shall be bound, before and at the beginning of the voyage, to exercise due diligence to—

(*a*) make the ship seaworthy;

(*b*) properly man, equip, and supply the ship; and

(*c*) make the holds, refrigerating and cool chambers, and all other parts of the ship in which goods are carried, fit and safe for their reception, carriage and preservation.

(*2*) Subject to the provisions of Article IV, the carrier shall properly and carefully load, handle, stow, carry, keep, care for and discharge the goods carried.

(*3*) After receiving the goods into his charge, the carrier, or the master or agent of the carrier, shall, on demand of the shipper, issue to the shipper a bill of lading showing among other things—

(*a*) the leading marks necessary for identification of the goods, as the same are furnished in writing by the shipper before the loading of such goods starts, provided such marks are stamped or otherwise shown clearly upon the goods if uncovered, or on the cases or coverings in which such goods are contained, in such a manner as should ordinarily remain legible until the end of the voyage;

(*b*) either the number of packages or pieces, or the quantity, or weight, as the case may be, as furnished in writing by the shipper;

(*c*) the apparent order and condition of the goods:

Provided that no carrier, master or agent of the carrier, shall be bound to state or show in the bill of lading any marks, number, quantity, or weight, which he has reasonable ground for suspecting not accurately to represent the goods actually received, or which he has had no reasonable means of checking.

(*4*) Such a bill of lading shall be *prima facie* evidence of the receipt by the carrier of the goods as therein described in accordance with clauses (*a*), (*b*) and (*c*) of paragraph 3 of this Article. However, proof to the contrary shall not be admissible when the bill of lading has been transferred to a third party acting in good faith.

(*5*) The shipper shall be deemed to have guaranteed to the carrier the accuracy at the time of shipment of the marks, number, quantity, and weight, as furnished by him, and the shipper shall indemnify the carrier against all loss, damages, and expenses arising or resulting from inaccuracies in such particulars. The right of the carrier to such indemnity shall in no way limit his responsibility and liability under the contract of carriage to any person other than the shipper.

(*6*) (*a*) Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the carrier or his agent at the port of discharge before or at the time of the removal of the goods into the custody of the person entitled to delivery thereof under the contract of carriage, or if, the loss or damage be not apparent, within three days, such removal shall be *prima facie* evidence of the delivery by the carrier of the goods as described in the bill of lading.

(*b*) The notice in writing need not be given if the state of the goods has at the time of their receipt been the subject of joint survey or inspection.

(*c*) In any event the carrier and the ship shall be discharged from all liability in respect of loss or damage unless suit is brought within one year after delivery of the goods or the date when the goods should have been delivered. This period may, however, be extended if the parties so agree after the cause of action has arisen:

Provided that a suit may be brought after the expiry of the period of one year referred to in this sub-paragraph within a further period of not more than three months as allowed by the court.

(*d*) In the case of any actual or apprehended loss or damage, the carrier and the receiver shall give all reasonable facilities to each other for inspecting and tallying the goods.

(*7*) After the goods are loaded, the bill of lading to be issued by the carrier, master or agent of the carrier, to the shipper shall, if the shipper so demands, be a "shipped" bill of lading, provided that, if the shipper shall have previously taken up any document of title to such goods, he shall surrender the same as against the issue of the "shipped" bill of lading, but at the option of the carrier, such document of title may be noted at the port of shipment by the carrier, master, or agent with the name or names of the ship or ships upon which the goods have been shipped and the date or dates of shipment, and when so noted the same shall for the purpose of this Article be deemed to constitute a "shipped" bill of lading.

(*8*) Any clause, covenant or agreement in a contract of carriage relieving the carrier or the ship from liability for loss or damage to or in connection with goods arising from negligence, fault or failure in the duties and obligations provided in this Article or lessening such liability otherwise than as provided in these applicable rules, shall be *null* and *void* and of no effect.

(*9*) A benefit of insurance or similar clause shall be deemed to be a clause relieving the carrier from liability.

ARTICLE IV: Rights and immunities.—(*1*) Neither the carrier nor the ship shall be liable for loss or damage arising or resulting from unseaworthiness unless

caused by want of due diligence on the part of the carrier to make the ship seaworthy, and to secure that the ship is properly manned, equipped and supplied, and to make the holds, refrigerating and cool chambers and all other parts of the ship in which goods are carried fit and safe for their reception, carriage and preservation in accordance with the provisions of paragraph 1 of Article III. Whenever loss or damage has resulted from unseaworthiness, the burden of proving the exercise of due diligence shall be on the carrier or other person claiming exemption under this section.

(*2*) Neither the carrier nor the ship shall be responsible for loss or damage arising or resulting from—

(*a*) act, neglect, or default of the master, mariner, pilot, or the servants of the carrier in the navigation or in the management of the ship;

(*b*) fire, unless caused by the actual fault or privity of the carrier;

(*c*) perils, dangers and accidents of the sea or other navigable waters;

(*d*) act of God;

(*e*) act of war;

(*f*) act of public enemies;

(*g*) arrest or restraint of princes, rulers or people, or seizure under legal process;

(*h*) quarantine restriction;

(*i*) act or omission of the shipper or owner of the goods, his agent, or representative;

(*j*) strikes or lock-outs or stoppage or restraint of labour from whatever cause, whether partial or general;

(*k*) riots and civil commotions;

(*l*) saving or attempting to save life or property at sea;

(*m*) wastage in bulk or weight or any other loss or damage arising from inherent defect, quality, or vice of the goods;

(*n*) insufficiency of packing;

(*o*) insufficiency or inadequacy of marks;

(*p*) latent defects not discoverable by due diligence;

(*q*) any other cause arising without the actual fault or privity of the carrier, or without the fault or neglect of the agents or servants of the carrier, but the burden of proof shall be on the person claiming the benefit of this exception to show that neither the actual fault nor privity of the carrier nor the fault or neglect of the agents or servants of the carrier contributed to the loss or damage.

(*3*) The shipper shall not be responsible for loss or damage sustained by the carrier or the ship arising or resulting from any cause without the act, fault or neglect of the shipper, his agents, or his servants.

(*4*) Any deviation in saving or attempting to save life or property at sea, or any reasonable deviation shall not be deemed to be an infringement or breach of these applicable rules or of the contract of carriage, and the carrier shall not be liable for any loss or damage resulting therefrom.

(*5*) (*a*) Neither the carrier nor the ship shall in any event be or become liable for any loss or damage to or in connection with goods in an amount exceeding 666.67 Special Drawing Rights per package or unit or two Special Drawing Rights

per kilogram of gross weight of the goods lost or damaged, whichever is higher or the equivalent of that sum in other currency, unless the nature and value of such goods have been declared by the shipper before shipment and inserted in the bill of lading. This declaration if embodied in the bill of lading shall be *prima facie* evidence, but shall not be binding or conclusive on the carrier.

(*b*) Where a container, pallet or similar article of transport is used to consolidate goods, the number of packages or units enumerated in the bill of lading and as packed in such article of transport shall be deemed to be the number of packages or units for the purposes of this paragraph as far as these packages or units are concerned.

(*c*) Neither the carrier nor the ship shall be entitled to the benefit of limitation of liability provided for in this paragraph if it is proved that the damage resulted from an act or omission of the carrier done with intent to cause damage, or recklessly and with knowledge that damage would probably result.

(*d*) Where the nature or value of the goods has been knowingly mis-stated by the shipper in the bill of lading, the liability of the carrier or ship shall not exceed the value so stated.

(*e*) By agreement between the carrier, master or agent of the carrier and the shipper, another maximum amount than that mentioned in this paragraph may be fixed, provided that such maximum shall not be less than the figure above named.

(*f*) Neither the carrier nor the ship shall be responsible in any event for loss or damage to or in connection with goods if the nature or value thereof has been knowingly mis-stated by the shipper in the bill of lading.

(*6*) (*a*) Goods of an inflammable, explosive or dangerous nature to the shipment whereof the carrier, master or agent of the carrier, has not consented, with knowledge of their nature and character, may at any time before discharge be landed at any place or destroyed or rendered innocuous by the carrier without compensation, and the shipper of such goods shall be liable for all damages and expenses directly or indirectly arising out of or resulting from such shipment.

(*b*) If any such goods shipped with such knowledge and consent shall become a danger to the ship or cargo, they may in like manner be landed at any place or destroyed or rendered innocuous by the carrier without liability on the part of the carrier except to general average, if any.

ARTICLE V: Surrender of Rights and Immunities, and Increase of Responsibilities and Liabilities.—A carrier shall be at liberty to surrender in whole or in part all or any of his rights and immunities or to increase any of his responsibilities and liabilities under the applicable rules contained in any of these Articles, provided such surrender or increase shall be embodied in the bill of lading issued to the shipper. The provisions of these applicable rules shall not apply to charterparties, but if bills of lading are issued in the case of a ship under a charterparty they shall comply with the terms of these applicable rules. Nothing in these applicable rules shall be held to prevent the insertion in a bill of lading of any lawful provision regarding general average.

ARTICLE VI : Special conditions.—Notwithstanding the provisions of the preceding Articles, a carrier, master or agent of the carrier, and a shipper shall, in regard to any particular goods be at liberty to enter into any agreement in any terms to the responsibility and liability of the carrier for such goods, and as to the rights and immunities of the carrier in respect of such goods, or his obligation as to seaworthiness, so far as this stipulation is not contrary to public policy, or the care or diligence of his servants or agents in regard to the loading, handling, stowage, carriage, custody, care, and discharge of the goods carried by sea, provided that in this case no bill of lading has been or shall be issued and that the terms agreed shall be embodied in a receipt which shall be a non-negotiable document and shall be marked as such. Any agreement so entered into shall have full legal effect:

Provided that this Article shall not apply to ordinary commercial shipments made in the ordinary course of trade, but only to other shipments where the charter or condition of the property to be carried or the circumstances, terms and conditions under which the carriage is to be performed, are such as reasonably to justify a special agreement.

ARTICLE VII: Limitations on the application of the applicable rules.—Nothing herein contained shall prevent a carrier or a shipper from entering into any agreement, stipulation, condition, reservation or exemption as to the responsibility and liability of the carrier or the ship for the loss or damage to or in connection with the custody and care and handling of goods prior to the loading on and subsequent to the discharge from the ship on which the goods are carried by sea.

ARTICLE VIII: Limitation of liability.—The provisions of these applicable rules shall not affect the rights and obligations of the carrier under any statute for the time being in force relating to the limitation of the liability of owners of sea-going vessels.

ARTICLE IX: Gold value.—The monetary units mentioned in these applicable rules are to be taken to be gold value.

DR. RAJIV MANI,
Secretary to the Govt. of India.

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ಮತ್ತು ಅವರ ಹೆಸರಿನಲ್ಲಿ

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भारत का राजपत्र
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No. 25] NEW DELHI, SATURDAY, AUGUST 9, 2025/Shravana 18, 1947 (Saka)

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके।
Separate paging is given to this Part in order that it may be filed as a separate compilation.

MINISTRY OF LAW AND JUSTICE
(Legislative Department)

New Delhi, the 9*th August,* 2025*/Shravana* 18, 1947 *(Saka)*

The following Act of Parliament received the assent of the President on the 9th August, 2025 and is hereby published for general information:—

THE COASTAL SHIPPING ACT, 2025

No. 20 OF 2025

[9*th August,* 2025.]

An Act to consolidate and amend the law relating to regulation of coastal shipping, promote coasting trade and encourage domestic participation therein, to ensure that India is equipped with a coastal fleet, owned and operated by the citizens of India for its national security and commercial needs, and for matters connected therewith or incidental thereto.

BE it enacted by Parliament in the Seventy-sixth Year of the Republic of India as follows:—

CHAPTER I

PRELIMINARY

Short title, application and commencement.

1. (*1*) This Act may be called the Coastal Shipping Act, 2025.

(*2*) Save as otherwise provided, the provisions of this Act shall apply to—

(*a*) every vessel, other than an Indian vessel, engaged in coasting trade, irrespective of the place of residence or domicile of the owner;

(*b*) every chartered vessel referred to in Chapter IV; and

(*c*) coastal waters of India.

(*3*) It shall come into force on such date as the Central Government may, by notification in the Official Gazette, appoint, and different dates may be appointed for different provisions of this Act.

Definitions.

2. (*1*) In this Act, unless the context otherwise requires,—

(*a*) "coasting trade" means carriage of goods or passengers by sea from any port or place in India to any other port or place in India, or performing any service within coastal waters but shall not include fishing of any kind.

Explanation.—For the purposes of this clause, "service" includes exploration, exploitation, research, and any other commercial activity in the coastal waters other than carriage of goods or passengers by sea;

(*b*) "coastal waters" means any part of the territorial waters of India, along with any part of the adjoining maritime zones of India within the meaning of the Territorial Waters, Continental Shelf, Exclusive Economic Zone and Other Maritime Zones Act, 1976, for undertaking coasting trade: 80 of 1976.

Provided that the Central Government may, by notification, specify any port or place including inland waters of India, as part of the coastal waters for the purposes of this Act;

(*c*) "committee" means the committee constituted under sub-section (*3*) of section 8 for preparing the National Coastal and Inland Shipping Strategic Plan;

(*d*) "Director-General" means the Director-General appointed under the Merchant Shipping Act, 1958; 44 of 1958.

(*e*) "Indian vessel" means any vessel registered in India under the Merchant Shipping Act, 1958; 44 of 1958.

(*f*) "licence" means the licence issued by the Director-General under section 4 or section 11;

(*g*) "licensee" includes the owner or master or charterer or operator or any person operating the vessel under a licence granted to such vessel by the Director-General;

(*h*) "National Database of Coastal Shipping" means the database maintained by the Director-General under section 9;

(*i*) "notification" means a notification published in the Gazette of India or the Official Gazette of a State, as the case may be, and the expression "notify" with its grammatical variation and cognate expressions, shall be construed accordingly;

(*j*) "prescribed" means prescribed by rules made by the Central Government under this Act;

(*k*) "principal officer" means the principal officer of the Mercantile Marine Department referred to in the Merchant Shipping Act, 1958; 44 of 1958.

(*l*) "proper officer" shall have the meaning assigned to it in clause (*34*) of section 2 of the Customs Act, 1962; 52 of 1962.

(*m*) "Strategic Plan" means the National Coastal and Inland Shipping Strategic Plan published under sub-section (*1*) of section 8;

(*n*) "vessel" includes every description of water craft, used or capable of being used in the marine environment, whether self-propelled or not, such as ship, boat, sailing vessel, fishing vessel, submersible, semi-submersible, hydrofoils, non-displacement crafts, amphibious crafts, wing-in-ground crafts, pleasure crafts, barges, lighters, mobile offshore drilling units and mobile offshore units.

(*2*) Words and expressions used and not defined in this Act but defined in the Merchant Shipping Act, 1958, shall have the meanings respectively assigned to them in that Act. 44 of 1958.

CHAPTER II

PROHIBITION AND LICENCE FOR COASTING TRADE

Prohibition on coasting trade.

3. (*1*) No vessel, other than an Indian vessel, shall engage in coasting trade in the coastal waters, except under a licence granted by the Director-General under section 4:

Provided that the Director-General may, by order in writing, permit a vessel registered under the Inland Vessels Act, 2021, to engage in coasting trade to such extent and subject to such conditions, as may be specified in that order. 24 of 2021.

(*2*) Whoever engages any person to undertake coasting trade shall ensure that such person does not violate the provisions of sub-section (*1*).

Licence for coasting trade.

4. (*1*) Every application for the grant of a licence for coasting trade shall be made to the Director-General in such form, manner and on payment of such fee, as may be prescribed.

(*2*) Before issuing a licence under this section, the Director-General shall take into consideration the following factors, namely:—

(*a*) whether the applicant has previously held a licence that was cancelled;

(*b*) whether the applicant has engaged in violation of any of the provisions of this Act prior to or during the period of pendency of his application;

(*c*) citizenship of the crew;

(*d*) build requirements of the vessel;

(*e*) availability of vessels on the route;

(*f*) licences granted to vessels for the same route;

(*g*) safety, national and maritime security concerns;

(*h*) equipment on board the vessel including communication equipment;

(*i*) the Strategic Plan under section 8;

(*j*) cost efficiency of transport;

(*k*) validity of the certificates of vessel and crew;

(*l*) validity of the certificate of insurance of the vessel; and

(*m*) any other requirements as the Director-General may consider necessary in furtherance of the objectives of this Act.

(*3*) A licence granted under this section shall be in such form, for such period and shall be subject to such conditions, as may be prescribed:

Provided that the Director-General may, for reasons to be recorded in writing, specify such other conditions as may be necessary for grant of the licence.

(*4*) The class or category of licence to be granted under this section shall be such as may be prescribed.

Suspension, revocation or modification of licence.

5. (*1*) The Director-General may, if the circumstances of the case so require to meet the objectives of this Act, by order in writing and for reasons to be recorded therein, suspend, revoke or modify a licence granted under section 4, if the licensee, or any person engaged by him—

(*a*) violates any condition of the licence; or

(*b*) fails to comply with any requirement under any law for the time being in force applicable to the vessel; or

(*c*) fails to comply with a direction issued under section 35; or

(*d*) fails to pay any fine or serve any sentence imposed under this Act:

Provided that the suspension, revocation or modification of licence under this clause shall not absolve the licensee from his obligation for payment of any fine or penalty, or undergoing any punishment, imposed on him under this Act.

(*2*) No licence granted under section 4 shall be suspended, revoked or modified under sub-section (*1*), unless the licensee has been given a reasonable opportunity of being heard.

(*3*) A licensee, who intends to modify the particulars of the licence granted to him under section 4, may make an application to the Director-General in that behalf in such form and manner, as may be prescribed.

(*4*) Where the licence granted under section 4 ceases to be valid due to expiry of its period or revocation, the licensee shall—

(*a*) return it or cause it to be returned to the Director-General; and

(*b*) cease to engage in coasting trade,

within such period as may be specified by the Director-General.

Reporting requirements.

6. Every vessel, including Indian vessels engaged in coasting trade, shall report to the Director-General the following information in such form and manner as may be prescribed, namely:—

(*a*) the port or ports which it will visit in the course of its voyage;

(*b*) goods or passengers carried by such vessel and the ports or places where such goods or passengers will be dropped off;

(*c*) any offshore area in which it may operate or navigate for the purposes of its voyage; and

(*d*) such other information as the Director-General may deem fit.

Licence to be produced for port clearance.

7. (*1*) No proper officer shall grant clearance to a vessel, other than an Indian vessel, engaging in coasting trade to enter or depart from a port, unless the licensee or agent of such vessel produces the licence granted under section 4.

(*2*) Where any vessel fails to comply with the requirements of this Act, the Director-General or the principal officer or an officer designated by the Central Government in this behalf may, after giving an opportunity of being heard to the licensee or agent of such vessel, by order in writing and for reasons to be recorded therein, detain that vessel until an order is issued for the release of such vessel.

CHAPTER III

NATIONAL COASTAL AND INLAND SHIPPING STRATEGIC PLAN AND NATIONAL DATABASE OF COASTAL SHIPPING

National Coastal and Inland Shipping Strategic Plan.

8. (*1*) The Central Government shall, within a period of two years from the date of commencement of this Act, by notification, publish a National Coastal and Inland Shipping Strategic Plan for the purposes of this Act, which shall be updated every two years by a like notification.

(*2*) The Strategic Plan shall include the following, namely:—

(*a*) assessment of the condition of coastal shipping routes in India including routes occupied by inland waterways;

(*b*) identification of the operational improvements required in coastal shipping, including those by way of integration with inland waterway routes, in order to make coastal maritime transport a cost-efficient mode of transportation for goods and passengers;

(*c*) long term forecasts of traffic on coastal shipping and inland waterways network;

(*d*) identification of best practices for improving the performance of coastal shipping including the synergy presented by inland waterway routes and other modes of transportation;

(*e*) identification of new routes for coastal shipping and integration thereof with inland waterways and existing coastal shipping routes;

(*f*) measures for the promotion of building, registration and participation of Indian vessels in coastal shipping in India;

(*g*) recommendations regarding the conditions subject to which vessels registered under the Inland Vessels Act, 2021, may engage in coasting trade of India; and

24 of 2021.

(*h*) such other matters as may be prescribed.

(*3*) The Central Government shall constitute a committee consisting of the following members for preparing the Strategic Plan, namely:—

(*a*) Director-General of Shipping—Chairperson, *ex officio*;

(*b*) Chairman, Inland Waterways Authority of India constituted under section 3 of the Inland Waterways Authority of India Act, 1985—Member, *ex officio*;

82 of 1985.

(*c*) one representative of each Board of Major Port Authority constituted under sub-section (*1*) of section 3 of the Major Port Authority Act, 2021—Members;

1 of 2021.

(*d*) one representative of the National Security Council Secretariat—Member;

(*e*) one representative of each State Maritime Board or any other body responsible for the administration of ports other than major ports, in a State or Union territory—Members;

(*f*) two representatives to represent ship owners—Members;

(*g*) two representatives of seafarers—Members; and

(*h*) such other persons having expertise in the field of coastal trade, mercantile and marine trade or maritime sector, as the Central Government may deem necessary—Members.

(*4*) The committee shall meet at such time and place, and shall observe such procedure for the transaction of business at its meetings including the quorum at such meetings, as may be prescribed.

(*5*) The committee shall prepare a draft of the Strategic Plan for consideration and approval of the Central Government and the Central Government shall, after considering the draft Strategic Plan, approve the Plan with or without modifications.

(*6*) The Central Government shall make available the Strategic Plan on its website for public access.

National Database of Coastal Shipping.

9. (*1*) The Director-General shall maintain a web portal of a database to be called the National Database of Coastal Shipping in such form and manner as may be prescribed.

(*2*) The National Database of Coastal Shipping shall contain the following information on coasting trade in India, namely:—

(*a*) applications received for licence under section 4;

(*b*) licences granted under section 4;

(*c*) terms and conditions of the licences so granted;

(*d*) routes, voyages and services in the coasting trade of India;

(*e*) requirement of applicants for grant of licences under section 4;

(*f*) expired and revoked licences under section 5;

(*g*) information reported to the Director-General under section 6;

(*h*) such other information as the Director-General may deem fit.

(*3*) The Director-General shall make available the National Database of Coastal Shipping in electronic form on a web portal for access to the public and it shall be updated every month.

CHAPTER IV

LICENCING OF CHARTERED VESSELS OTHER THAN FOR COASTING TRADE

Application of Chapter.

10. This Chapter shall apply to all sea going vessels chartered by a citizen of India or a non-resident Indian or an overseas citizen of India, or a company or a co-operative society or a limited liability partnership or any other entity as the Central Government may, by notification, specify in this behalf, proceeding to sea from a port or place—

(*a*) in India, to a port or place outside India; or

(*b*) outside India, to a port or place in India or outside India.

Requirement of licence by chartered vessels.

11. (*1*) No vessel, other than an Indian vessel, chartered by a citizen of India or a non-resident Indian or an overseas citizen of India or a company or a co-operative society or a limited liability partnership or any other entity as the Central Government may, by notification specify in this behalf, shall be taken to sea from a port or place within India or outside India, except under a licence granted by the Director-General under this section:

Provided that no vessel which is chartered by an overseas citizen of India shall be required to obtain licence, if such vessel is chartered exclusively for operation outside India.

(*2*) A licence granted under this section may be—

(*a*) a general licence; or

(*b*) a licence for a specified period or voyage.

(*3*) Every application for the grant of a licence under this section shall be made to the Director-General in such form, manner and on payment of such fee, as may be prescribed.

(*4*) A licence granted under this section shall be in such form, for such period and shall be subject to such conditions, as may be prescribed:

Provided that the Director-General may, for reasons to be recorded in writing, specify such other conditions as may be necessary, for grant of the licence under this section.

Suspension, revocation or modification of licence granted to chartered vessels.

12. (*1*) The Director-General may, at any time, if the circumstances of the case so require, by order in writing and for reasons to be recorded therein, suspend, revoke or modify a licence granted under section 11:

Provided that no such licence shall be suspended, revoked or modified, unless the licensee has been given a reasonable opportunity of being heard.

(*2*) A licensee, who intends to modify the particulars of the licence granted to him under section 11, may make an application to the Director-General in that behalf in such form and manner, as may be prescribed.

Licence granted to chartered vessel to be returned when ceases to be valid.

13. Where a licence granted under section 11 ceases to be valid due to expiry of its period or revocation, the licensee shall return it or cause it to be returned to the Director-General, within such period as may be specified by the Director-General.

No port clearance without production of licence.

14. No proper officer shall grant port clearance to any vessel requiring a licence under this Chapter, unless the owner, master or agent of the vessel produces a valid licence in respect of such vessel.

CHAPTER V

OFFENCES AND PENALTIES

Punishment for participating in coasting trade in contravention of section 3.

15. Whoever engages in coasting trade in contravention of the provisions of section 3, shall be punishable with imprisonment for a term which may extend to six months, or with fine which may extend to fifteen lakh rupees, or four times the value of all fees or commission or payments received by the owner or charterer of the vessel for the voyage, whichever is greater, or with both, and the vessel shall also be liable for detention under section 29.

Punishment for participating in coasting trade after licence ceases to be valid.

16. Whoever engages in coasting trade in contravention of the provisions of clause (*b*) of sub-section (*4*) of section 5, shall be punishable with imprisonment for a term which may extend to six months, or with fine which may extend to ten lakh rupees, or two times the value of all fees or commission or payments received by the licensee of the vessel for all voyages conducted in contravention, whichever is greater, or with both, and the vessel shall also be liable for detention under section 29.

Punishment for taking vessel to sea in contravention of section 11.

17. Whoever takes a vessel to sea in contravention of the provisions of section 11, shall be punishable with imprisonment for a term which may extend to six months, or with fine which may extend to fifteen lakh rupees, or four times the value of all fees or commission or payments received by the owner or charterer of the vessel for the voyage, whichever is greater, or with both, and the vessel shall also be liable for detention under section 29.

Punishment for failure to furnish information or furnishing false information after notice.

18. If any licensee or agent on whom a notice has been served under sub-section (*2*) of section 35—

(*a*) fails to furnish the information required within the time specified; or

(*b*) furnishes any information or makes any statement which the licensee or agent knows to be false on any material particular,

he shall be punishable with imprisonment for a term which may extend to six months, or with fine which may extend to fifty thousand rupees, or with both, and the vessel shall also be liable for detention under section 29.

Punishment for violation of order of detention.

19. If any vessel in respect of which a notice or order for detention has been served under this Act, proceeds to sea before it is released, the licensee of the vessel in respect of which the contravention has taken place shall be punishable with imprisonment for a term which may extend to six months, or with fine which may extend to fifteen lakh rupees, or with both, and the vessel shall also be liable for detention under section 29.

Punishment for illegally detaining person authorised to detain vessel.

20. Where any vessel, after detention or order for such detention proceeds to sea with any person authorised to detain any vessel on board before it is released, the licensee or agent of such vessel shall be punishable with imprisonment for a term which may extend to six months or with fine upto one lakh rupees and all expenses of, and incidental to, such person being so taken to sea, or with both, and the vessel shall also be liable for detention under section 29.

Penalty for reporting false or misleading information.

21. If any person who is required to report any information to the Director-General under section 6 fails to do so, or otherwise intentionally reports misleading or false information, such person shall be liable for penalty which may extend to one lakh rupees.

Penalty for violation of conditions of licence.

22. Whoever fails to comply with the conditions of licence granted under section 4 or section 11, shall be liable for penalty which may extend to ten lakh rupees, or two times the value of all fees or commission or payments received by the licensee of the vessel for all voyages conducted in contravention, whichever is greater, or with both, and the vessel shall also be liable for detention under section 29.

Penalty for non-compliance of direction of Director-General.

23. Any licensee or agent, who fails to comply with any direction of the Director-General under sub-section (*1*) of section 35, shall be liable for penalty which may extend to five lakh rupees, or two times the value of all fees or commission or payments received by such licensee or agent for all voyages conducted in contravention of such direction, whichever is greater, and the vessel shall also be liable for detention under section 29.

Penalty for non-compliance with order of Central Government.

24. Any licensee or agent, who fails to comply with an order of the Central Government under this Act, shall be liable for penalty of not less than fifteen lakh rupees, and the vessel may also be liable for detention under section 29.

General provision for contravention or non-compliance.

25. Whoever contravenes any provision of this Act, or fails to comply with any provision thereof, or of any rule, direction, order or notification made thereunder, for which no punishment or penalty is specially provided in this Act, shall be liable for penalty which may extend to one lakh rupees, and if the breach is a continuing one, with further penalty which may extend to five thousand rupees for every day after the first day during which the breach continues.

Compounding of certain offences.

26. (*1*) Notwithstanding anything contained in the Bharatiya Nagarik Suraksha Sanhita, 2023, any offence punishable under sections 15 to 20 of this Act may, before or after the institution of prosecution, be compounded by an officer designated by the Central Government by notification in this behalf, on payment for credit to the Central Government of such sum and in such manner as may be prescribed: 46 of 2023.

Provided that such sum shall not, in any case, exceed the maximum amount of the fine which may be imposed under this Act for the offences so compounded:

Provided further that in case of subsequent offence, the same shall not be compounded.

(*2*) The officer referred to in sub-section (*1*) shall exercise the powers to compound an offence, subject to the direction, control and supervision of the Central Government.

(*3*) Every application for the compounding of an offence shall be made in such form and manner as may be prescribed.

(*4*) Where any offence is compounded before the institution of any prosecution, no prosecution shall be instituted against the offender in relation to whom the offence is so compounded.

(*5*) Where the compounding of any offence is made after the institution of any prosecution, such composition shall be brought by the officer referred to in sub-section (*1*), in writing, to the notice of the court in which the prosecution is pending and on such notice for compounding the offence being given, the person against whom the offence is so compounded shall be discharged.

(*6*) Any person who fails to comply with an order of compounding made by the officer referred to in sub-section (*1*), shall be liable to pay a sum equivalent to twenty per cent. of the maximum fine provided for the offence, in addition to fine provided for the said offence.

(*7*) No offence punishable under this Act shall be compounded except in accordance with the provisions of this section.

Special provision regarding punishment.

27. Notwithstanding anything contained in section 23 of the Bharatiya Nagarik Suraksha Sanhita, 2023, it shall be lawful for a Judicial Magistrate of the first class to pass any sentence provided under this Act on any person convicted of an offence under this Act.

46 of 2023.

Offences by companies.

28. (*1*) Where an offence under this Act has been committed by a company, every person who, at the time the offence was committed, was in-charge of, and was responsible to, the company for the conduct of the business of the company, as well as the company, shall be deemed to be guilty of the offence and shall be liable to be proceeded against and punished accordingly:

Provided that nothing contained in this sub-section shall render any such person liable to any punishment provided in this Act, if such person proves that the offence was committed without his knowledge or that such person exercised all due diligence to prevent the commission of such offence.

(*2*) Notwithstanding anything contained in sub-section (*1*), where an offence under this Act has been committed by a company and it is proved that such offence was committed with the consent or connivance of, or is attributable to any neglect on the part of, any director, manager, secretary or partner, or other officer of the company, such director, manager, secretary or partner, or other officer shall be deemed to be guilty of that offence and shall also be liable to be proceeded against and punished accordingly.

Explanation.—For the purposes of this section,—

(*a*) "company" includes a co-operative society, a firm or limited liability partnership firm or other association of individuals; and

(*b*) "director", in relation to a firm, means a partner in the firm.

Power to enforce detention of vessel.

29. Where a vessel is authorised or ordered to be detained under this Act, any commissioned officer of the Indian Navy or Indian Coast Guard, or Police, or any port officer, pilot, harbour master or conservator of port, or the Commissioner of Customs, or any other person authorised under this Act, may detain the vessel under instructions of the principal officer.

Adjudicating officer for imposition of penalty, appeal and procedure therefor.

30. (*1*) The principal officer shall be the adjudicating officer for the purposes of imposing penalty under sections 21 to 25.

(*2*) Any person aggrieved by the order of the principal officer imposing the penalty under sub-section (*1*) may, within a period of thirty days from the date of receipt of such order, prefer an appeal before the Director-General in such form and manner as may be prescribed.

(*3*) The Director-General shall dispose of an appeal referred to in sub-section (*2*) within a period of thirty days from the date of receipt of such appeal.

(*4*) No order shall be passed under this section unless the parties have been given a reasonable opportunity of being heard.

(*5*) Any penalty imposed under sections 21 to 25 may be compounded for the first contravention by an officer designated by the Central Government by notification in this behalf.

(*6*) Notwithstanding anything contained in this Act, if a penalty imposed by the principal officer or the Director-General under this Chapter is not deposited, the amount shall be recovered as an arrear of land revenue.

Notice in respect of foreign vessel.

31. If any vessel, other than an Indian vessel, is detained under this Act, or if any proceeding is taken under this Act against the licensee or agent of such vessel, notice shall forthwith be served on the consular office of the country in which such vessel is registered, or nearest to the port where the vessel is for the time being, in such form and manner as may be prescribed, and such notice shall specify the grounds on which the vessel has been detained or the proceedings have been taken.

Place of trial and jurisdiction of court.

32. Any person who commits an offence under this Act or any rules made thereunder, may be tried for such offence in any place in which such person may be found, or in any court which the Central Government may, by notification, direct in this behalf, or in any court in which such person might be tried under any other law for time being in force in India.

Service of documents.

33. Where, for the purposes of this Act, any document is to be served on any person, that document may be served,—

(*a*) in any case by delivering a copy thereof personally to the person to be served, or by leaving the same at his last place of residence, or by post or by such electronic means as the Central Government may, by notification, specify in this behalf;

(*b*) on the master of a vessel where there is master, or on the person being or appearing to be in command or charge of the vessel, by leaving the same for him on board that vessel; and

(*c*) on the owner of the vessel where there is no master and the vessel is in India, or if such owner is not in India, on the agent of the owner residing in India, or, where no such agent is known or is found, by affixing at a suitable place on the bridge of the vessel.

CHAPTER VI

MISCELLANEOUS

Power to delegate.

34. (*1*) The Central Government may, by general or special order, direct that any power, authority or jurisdiction exercisable by it under or in relation to any of the provisions of this Act, may be exercisable also by the Director-General or such other officer and subject to such conditions as may be specified in the order.

(*2*) The Director-General may, with the previous approval of the Central Government, by general or special order, direct that any power or authority conferred upon or delegated to, and any duty imposed upon him by or under this Act, may be exercised or discharged also by such officer or authority and subject to such conditions as may be specified in the order.

Power of Director-General to give directions and seek information.

35. (*1*) The Director-General may,—

(*a*) in the public interest; or

(*b*) in the interest of Indian shipping; or

(*c*) in the interest of national defence and maritime security; or

(*d*) for ensuring safety of life at sea and the safety of environment,

by order, direct any vessel for which licence has been granted under this Act, in respect of the following, namely:—

(*i*) the ports or places, whether within or outside India, to which, and the routes by which, the vessel shall proceed for any particular purpose;

(*ii*) the diversion of a vessel from one route to another for any particular purpose;

(*iii*) the classes of passengers or cargo which may be carried in the vessel;

(*iv*) the order of priority in which passengers or cargo may be taken on or put off the vessel at any port or place, whether within or outside India;

(*v*) to ban any vessel from entering any port, anchorage or offshore facility in India;

(*vi*) any other matter which the Director-General may deem necessary.

(*2*) The Director-General may, by notice, require the licensee or agent of any vessel in respect of which—

(*a*) licence is granted under this Act; or

(*b*) any direction is given relating to diversion of a vessel from one route to another for any particular purpose,

to furnish such information as may be considered necessary within such period as may be specified in the said notice, which may include—

(*i*) the classes of passengers and cargo which the ship is about to carry, or is capable of carrying, or has carried during any specified period; or

(*ii*) the rates of passenger fares and freight charges applicable to the vessel; or

(*iii*) any other matter as may be prescribed.

Power of Central Government to issue directions.

36. (*1*) Notwithstanding anything contained in this Act, every person shall, in the discharge of his functions and duties under this Act, be bound by such directions on questions of policy as the Central Government may give to it in writing from time to time.

(*2*) The decision of the Central Government as to whether a question is one of policy or not, shall be final.

Power to exempt.

37. Notwithstanding anything contained in this Act or any law for the time being in force, the Central Government or, as the case may be, the Director-General with the prior permission of the Central Government, if is of opinion that it is necessary or expedient in the public interest so to do, may, by order in writing and subject to such conditions and for such period as it may think fit, exempt from the provisions of this Act,—

(*a*) any vessel or class of vessels engaged in coasting trade; or

(*b*) any class of vessels chartered by a citizen of India or non-resident Indian or an overseas citizen of India, or a company or a co-operative society or a limited liability partnership or such entities as may be specified by the Central Government under sub-section (*1*) of section 11.

Protection of action taken in good faith.

38. No suit, prosecution or other legal proceeding shall lie against any person for anything which is in good faith done or intended to be done under this Act.

Power of Central Government to make rules.

39. (*1*) The Central Government may, subject to the condition of previous publication, make rules for carrying out the provisions of this Act.

(*2*) In particular, and without prejudice to the generality of the foregoing power, such rules may provide for all or any of the following matters, namely:—

(*a*) the form and manner of application for grant of licence and the fee to be paid for the same under sub-section (*1*) of section 4;

(*b*) the form, period and the conditions subject to which licence shall be granted under sub-section (*3*) of section 4;

(*c*) the class or category of licence to be granted under sub-section (*4*) of section 4;

(*d*) the form and manner of making application for modification of particulars of a licence under sub-section (*3*) of section 5;

(*e*) the form and manner of reporting the requirements to the Director-General under section 6;

(*f*) such other matters to be included in the Strategic Plan under clause (*h*) of sub-section (*2*) of section 8;

(*g*) the time, place and the procedure to be observed by the committee for the transaction of business at its meetings and the quorum at such meetings under sub-section (*4*) of section 8;

(*h*) the form and manner of maintaining the National Database of Coastal Shipping by the Director-General under sub-section (*1*) of section 9;

(*i*) the form and manner of application for grant of licence and the fee to be paid under sub-section (*3*) of section 11;

(*j*) the form, period and the conditions subject to which licence shall be granted under sub-section (*4*) of section 11;

(*k*) the form and manner of making application for modification of particulars of a licence under sub-section (*2*) of section 12;

(*l*) the sum to be paid for credit to the Central Government for compounding an offence and the manner of making the payment under sub-section (*1*) of section 26;

(*m*) the form and manner of making an application for the compounding of an offence under sub-section (*3*) of section 26;

(*n*) the form and manner of preferring appeal to the Director-General under sub-section (*2*) of section 30;

(*o*) the form and manner of issuance of notice under section 31;

(*p*) any other matters in respect of which the Director-General may, by notice, require the licensee or agent of any vessel to furnish information under sub-section (*2*) of section 35;

(*q*) any other matter which is required to be or may be prescribed for carrying out the provisions of this Act.

Laying of rules and notifications before Parliament.

40. Every rule made and every notification issued under this Act shall be laid, as soon as may be after it is made or issued, before each House of Parliament, while it is in session, for a total period of thirty days which may be comprised in one session or in two or more successive sessions, and if, before the expiry of the session immediately following the session or the successive sessions aforesaid, both Houses agree in making any modification in the rule or notification or both Houses agree that the rule or notification should not be made or issued, the rule or notification shall thereafter have effect only in such modified form or be of no effect, as the case may be; so, however, that any such modification or annulment shall be without prejudice to the validity of anything previously done under that rule or notification.

Power to remove difficulties.

41. (*1*) If any difficulty arises in giving effect to the provisions of this Act, the Central Government may, by order published in the Official Gazette, make such provisions not inconsistent with the provisions of this Act as may be necessary or expedient for removing the difficulty:

Provided that no such order shall be made under this section after the expiry of three years from the date of commencement of this Act.

(*2*) Every order made under this section shall be laid, as soon as may be after it is made, before each House of Parliament.

44 of 1958.

Repeal and savings.

42. (*1*) Part XIV of the Merchant Shipping Act, 1958 (herein referred to as Part XIV of the said Act), except section 411A thereof, is hereby repealed.

(*2*) Notwithstanding such repeal,—

(*a*) any rule, regulation, bye-law, order, notification or exemption made, issued or granted under Part XIV of the said Act shall, until revoked, have effect as if it had been made, issued or granted under the provisions of this Act;

(*b*) any licence granted or issued under Part XIV of the said Act shall, until it is revoked or expires, have effect as if it had been issued or granted under the provisions of this Act;

(*c*) any office established or created, officer or person appointed and any body elected or constituted under Part XIV of the said Act shall continue and shall be deemed to have been established, created, appointed, elected, or constituted, as the case may be, under this Act;

(*d*) any document referring to Part XIV of the said Act shall be construed as referring to this Act;

(*e*) any fine levied under Part XIV of the said Act may be recovered as if it had been levied under this Act;

(*f*) any offence committed under Part XIV of the said Act may be prosecuted and punished as if it had been committed under this Act;

(*g*) any proceeding pending before any court under Part XIV of the said Act may be tried or disposed of under the corresponding provisions of this Act;

(*h*) any inspection, investigation or inquiry ordered to be done under the provisions of Part XIV of the said Act shall continue to be proceeded with as if such inspection, investigation or inquiry is ordered to be done under the corresponding provisions of this Act.

10 of 1897.

(*3*) Without prejudice to the provisions of sub-section (*2*), the provisions of section 6 of the General Clauses Act, 1897 shall apply with regard to the effect of repeal.

DR. RAJIV MANI,
Secretary to the Govt. of India.

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ಕರ್ನಾಟಕ ರಾಜ್ಯಪಾಲರ ಆದೇಶಾನುಸಾರ
ಮತ್ತು ಅವರ ಹೆಸರಿನಲ್ಲಿ

(ಅಫೀಫಾ ಉಸ್ಮಾನಿ)
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ಮುದ್ರಕರು ಹಾಗೂ ಪ್ರಕಾಶಕರು:– ಸಂಕಲನಾಧಿಕಾರಿಗಳು, ಕರ್ನಾಟಕ ರಾಜ್ಯಪತ್ರ, ಸರ್ಕಾರಿ ಕೇಂದ್ರ ಮುದ್ರಣಾಲಯ, ಬೆಂಗಳೂರು–೫೬೧.

THAMMAIAH